

COLLOCATION - Tennessee											Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,027.00	2,154.00							
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.67								
	Physical Collocation - Cable Records, per request	I		CLO	PE1CR		1,711.00								
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)	I		CLO	PE1CD		925.06								
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair	I		CLO	PE1CO		18.05								
	Physical Collocation, Cable Records, DS1, per T1 TIE	I		CLO	PE1C1		8.45								
	Physical Collocation, Cable Records, DS3, per T3 TIE	I		CLO	PE1C3		29.57								
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)	I		CLO	PE1CB		279.42								
	Physical Collocation - Cageless - Security Escort - Basic, per Half Hour			CLO	PE1ZM		33.15	20.44							
	Physical Collocation - Cageless - Security Escort - Overtime, per Half Hour			CLO	PE1ZN		41.50	25.61							
	Physical Collocation - Cageless - Security Escort - Premium, per Half Hour			CLO	PE1ZO		49.86	30.79							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.91	21.49							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.17	27.76							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.42	34.02							
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit	I		CLO	PE1BV		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit	I		CLO	PE1BO		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit	I		CLO	PE1B1		52.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit	I		CLO	PE1B3		52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit	I		CLO	PE1BR		23.00								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit	I		CLO	PE1BP		23.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit	I		CLO	PE1BS		33.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit	I		CLO	PE1BE		37.00								
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof	I		CLO	PE1B7		592.00								
	Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PE1AC	16.16	2,903.66								
	Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32									
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 40 AMP, includes 20 AMP A and B Feed			CLO	PE1SN		142.40								
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 100 AMP, includes 50 AMP A and B Feed			CLO	PE1SO		185.72								
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 200 AMP, includes 100 AMP A and B Feed			CLO	PE1SP		242.05								
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1S1	110.97									
	Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S5	55.49									

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												Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	OSS Rates (\$)		
	Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.			CLO	PE1CP	0.0156									
	Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ	2.56	944.27								
	Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.			CLO	PE1FS	5.94									
	Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1CS	21.47									
	Physical Caged Collocation-Power-Power Construction, per amp DC plant			CLO	PE1PN	3.55									
	Physical Caged Collocation-Power-Power Consumption, per amp AC usage			CLO	PE1PO	2.03									
	Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckt, per ckt.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE12C	0.0475	7.68								
	Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE14C	0.0475	7.68								
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE11S	7.68	41.65								
	Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE11X	0.38	41.65								
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE13S	53.96	298.03								
	Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE13X	9.32	298.03								
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0013									
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ZH	0.0031									
	Physical Collocation - Cageless - Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable			CLO	PE1ZK		555.03								
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0019									
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft.			CLO	PE1ZJ	0.0045									

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						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO	PE12L		555.03									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		585.09									
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,279.91	42.784								
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.13									
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,084.11	42.784								
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.252									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		555.03									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		555.03									
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53										
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.34	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	1.12
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12	1.12
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	19.03	28.23	15.51	13.40	10.77			1.77	1.77	1.12	1.12
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.49	26.23	15.51	13.41	10.78			1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.60	28.75	19.02	17.60	14.97			1.77	1.77	1.12	1.12
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.81										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.64										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.45										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	40.30										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81									
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.91	21.49								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.17	27.76								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.42	34.02								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
VIRTUAL COLLOCATION																

COLLOCATION - Tennessee														
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			OSS Rates (\$)	
											SOMEC	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Application Fee			AMTFS	EA		2,633.00						2.07	2.81
	Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		743.25						0.67	1.41
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,749.00						2.07	2.81
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91							0.67	1.41
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79								
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.87								
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,UNCVX, UNCDCX,UNCNXX	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL,UDN,UNCVX, UNCDCX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81
	Virtual Collocation - 2-Fiber Cross Connects			UDL12,UDLO3, U1T48,U1T12, U1T03,ULDO3, ULD12,ULD48,UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69
	Virtual Collocation - 4-Fiber Cross Connects			UDL12,UDLO3, U1T48,U1T12, U1T03,ULDO3, ULD12,ULD48,UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,ULR, UXTD1,UNC1X, ULDD1,U1TD1, USLEL,UNLD1, UEPEX,UEPDX	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3, UXTS1,UXTD3, UNC3X,UNC3X, ULDD3,U1TS1, ULDS1,UDLSX, UNLD3	CND3X	12.32	28.97	16.30	12.03	8.99			2.07	2.81
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0031								
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045								
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		555.03						2.07	2.81
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		555.03						2.07	2.81
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00						0.67	1.41
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42							
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.15						2.07	2.81
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		41.50						2.07	2.81
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		49.86						2.07	2.81
	Virtual collocation - Maintenance In CO - Basic, per half hour			AMTFS	CTRLX		30.64						2.07	2.81
	Virtual collocation - Maintenance In CO - Overtime, per half hour			AMTFS	SPTOM		35.77						2.07	2.81

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						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
											SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90						2.07	2.81	0.67	1.41
	Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.67									
VIRTUAL COLLOCATION																
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.																

Attachment 5

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

1.1 During the term of this Agreement, where <customer_short_name> is utilizing its own switch, <customer_short_name> shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.

1.2 Where BellSouth provides local switching or resold services to <customer_short_name>, BellSouth will provide <customer_short_name> with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. <customer_short_name> acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. <customer_short_name> may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to <customer_short_name>) telephone numbers per rate center if the following conditions are met:

1.2.1 <customer_short_name> must: (1) indicate that all of the intermediate numbers currently held by <customer_short_name> in each rate center where <customer_short_name> will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where <customer_short_name> will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by <customer_short_name> in the rate center where <customer_short_name> is requesting telephone numbers has reached at least 70%. The above information will be provided by <customer_short_name> by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" ("MTE Worksheet"), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where <customer_short_name> will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by <customer_short_name> to End Users by the total number of intermediate numbers held by <customer_short_name> in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at 75% (Part F of the MTE Worksheet).

1.2.2 If fulfilling <customer_short_name>'s request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy

Attachment 5

<customer_short_name>'s request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy <customer_short_name>'s request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by <customer_short_name> for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

- 1.2.3 <customer_short_name> agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.2 above.
- 1.3 <customer_short_name> acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a NPA. These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, BellSouth may request that <customer_short_name> cancel all or a portion of its unassigned intermediate numbers. <customer_short_name> consent to BellSouth's request shall not be unreasonably withheld.
2. **LNP**
 - 2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
 - 2.2 End User Line Charge. Where <customer_short_name> subscribes to BellSouth's local switching, BellSouth shall bill and <customer_short_name> shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.
 - 2.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).
 - 2.4 Network Architecture. The parties agree to adhere to applicable FCC Rules and Orders governing LNP network architecture.
 - 2.5 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.
 - 2.6 N-1 Query. The parties agree to adhere to applicable FCC Rules and Orders governing LNP N-1 queries.

Attachment 5

- 2.7 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.
- 2.8 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. BellSouth and <customer_short_name> shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. BellSouth and <customer_short_name> shall permit end-users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event a rate is not available then the Parties shall negotiate a rate for such services.
- 2.9 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.10 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported, and 2) provides for the new service provider to be in control of when a number ports.
- 2.11 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.
- 2.12 BellSouth and <customer_short_name> will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.
3. **OSS RATES**
- 3.1 The terms, conditions and rates for OSS are as set forth in Attachments 1 and 2.

Attachment 6

**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair**

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. **QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**
 - 1.1 Nondiscriminatory Access. BellSouth shall provide to <customer_short_name> access to its Operations Support Systems (OSS) and the necessary information contained therein in order that <customer_short_name> can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with FCC and Commission rules and orders. Detailed guidelines for ordering and pre-ordering are set forth in the Local Ordering Handbook (LOH) on the interconnection web site, <http://interconnection.bellsouth.com/guides/html/leo.html>, for maintenance and repair at http://www.interconnection.bellsouth.com/guides/html/other_guides.html and for billing at <http://www.interconnection.bellsouth.com/guides/html/billing.html>. Except where otherwise required by Commission order, where practicable, BellSouth will notify <customer_short_name> of changes to ordering, preordering, provisioning, maintenance and repair, and billing interfaces and business rules via the appropriate BellSouth web site thirty (30) calendar days prior to such changes. In addition, BellSouth will use its best efforts, upon <customer_short_name>'s request to BellSouth's Interconnection Services (ICS) website group at wmag@bellsouth.com, to provide such notices via e-mail to the address specified by <customer_short_name>.
 - 1.2 **Regular Working Hours/Overtime.** For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday	– 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
	(Resale/UNE non-coordinated, coordinated orders and order coordinated-time specific)
Saturday -	8:00 a.m. – 5:00 p.m. (Excluding Holidays)
	(Resale/UNE non-coordinated orders)
 - 1.2.1 The above hours represent the hours, either Eastern or Central Time, of the location where the End User is located and the physical work associated with providing service to that End User is being performed.
 - 1.2.2 To the extent <customer_short_name> requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, overtime billing charges pursuant to Section A2.3.15 of

BellSouth's General Subscriber Services Tariff for the applicable state shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or Project Manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of <customer_short_name>, BellSouth will not assess <customer_short_name> additional charges beyond the rates and charges specified in this Agreement.

- 1.3 <customer_short_name> and BellSouth will utilize standard industry formats and data elements developed by the Alliance for Telecommunications Industry Solutions ("ATIS"), including without limitation to the Ordering and Billing Forum ("OBF") ("ATIS and its associated committees"). Where standard industry formats and data elements are not developed by ATIS and its associated committees, <customer_short_name> and BellSouth may cooperatively work to pursue their development through these industry standards organizations. For non-industry standard changes that will affect systems within the scope of the Change Control Process (changes that affect external users of BellSouth's OSS interfaces and associated manual processes and documentation) to the extent <customer_short_name> elects to address such changes <customer_short_name> will use the CCP located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/cl ec.html to address the specific requirements. When an ATIS and its associated committees standard or format is subsequently adopted, the Parties will utilize the CCP located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/cl ec.html to determine how to transition the implementation of the ATIS and its associated committees standard or format.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 Interfaces. BellSouth shall provide <customer_short_name> access to OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of <customer_short_name> to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for <customer_short_name>'s access and use of BellSouth's electronic interfaces are set forth at www.interconnection.bellsouth.com/guides/html/lens_tafi.html (Programming Interfaces) and are incorporated herein by reference.
- 2.2 For each OSS system training class offered by BellSouth, BellSouth shall make available one free seat per year. Job aids for updates to such OSS training information are available to <customer_short_name> on the BellSouth Website.
- 2.2.1 Prior to initial live access to interface functionality and subject to mutual agreement, the Parties shall conduct cooperative testing which will allow for the

testing of the systems, interfaces, and processes for the OSS functions as defined at the BellSouth Interconnection website for testing, <http://interconnection.bellsouth.com/clectest/index.html>, and in CCP Section 10, http://interconnection.bellsouth.com/markets/lec/ccp_live/docs/bccp/ccp_bccp_guide.pdf.

- 2.2.2 Each BellSouth interface shall be available, except for maintenance, emergency repair and scheduled downtime necessary for situations such as systems upgrades and applications releases as indicated in the OSS System Hours of Availability at www.interconnection.bellsouth.com/oss/oss_hour.html, except as modified through Carrier Notification Letters, and is incorporated herein by reference twenty-four (24) hours a day, seven (7) days a week.
- 2.2.2.1 BellSouth will provide a minimum of fifteen (15) calendar days advanced notice of any scheduled maintenance and scheduled downtime outside the regularly scheduled system downtime. Maintenance shall normally be scheduled when systems experience minimum usage. Downtime for emergency repair (Type 1 System Outage) will be given within fifteen (15) minutes of when it is known via email and web posting. Non-scheduled maintenance is defined in BellSouth's Operational Understanding located at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm as additional activity by BellSouth during a normal repair/alarm process that would require immediate maintenance action to prevent further service degradation or service interruption. This then would not lend itself to a scheduled maintenance interval or End User notification and BellSouth would employ the same process as BellSouth would use for its Retail End Users.
- 2.3 Single Point of Contact/Blanket LOA. <customer_short_name> will be the single point of contact with BellSouth for ordering activity for network elements and other services used by <customer_short_name> to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. <customer_short_name> and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of end-user authorization will not be necessary with every request. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable FCC and Commission rules and orders.
- 2.4 Batch Transmission. Upon request, BellSouth shall provide <customer_short_name> with pre-order information in batch transmission to the extent BellSouth makes it available or provides it to any other Telecommunications Carrier on the same terms and conditions and at the same rates.
- 2.5 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to its OSS and the information contained therein in order that <customer_short_name> can perform the following pre-

ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Customer record information includes any and all customer specific information which will be provided as set forth in BellSouth's Customer Service Record (CSR) Job Aid and Parsed Customer Service (PCSR) Job Aid, Issue 2C-October, 2002, which is accessible via the Internet at the following web site:

<http://www.interconnection.bellsouth.com/guides/bpobr/html/gcsrj001/index.htm>. Access to customer record information will be provided through the CLEC OSS interfaces.

2.5.1

[Parties Disagreed]

[<customer_short_name> Version] CSR information shall include customer payment history to the extent authorized or required by the FCC, Commission or End User.

[BellSouth Version] No Section.

2.5.2

BellSouth shall provide electronic access to current and accurate CSR information in accordance with the BellSouth LOH which is accessible via the Internet at the following web site: <http://interconnection.bellsouth.com/guides/html/leo.html>. The response interval and average response time will be as required by SQM OSS.

2.5.3

Parsing. BellSouth shall provide parsed CSR information as set forth in BellSouth's Customer Service Record (CSR) Job Aid and Parsed Customer Service (PCSR) Job Aid, Issue 2C-October, 2002 which is accessible via the Internet at the following web site:
<http://www.interconnection.bellsouth.com/guides/bpobr/html/gcsrj001/index.htm>.

2.5.4

BellSouth shall provide <customer_short_name> with nondiscriminatory access to the loop qualification information that is available to BellSouth, so that <customer_short_name> can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that <customer_short_name> intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper; the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

2.5.5

[Parties Disagreed]

[<customer_short_name> Version] Subject to the same exclusions that apply to BellSouth's delivery of CSRs, <customer_short_name> shall **use best efforts** to provide to BellSouth access to CSRs within an average of five (5) business days of a valid request.

[BellSouth Version] Subject to the same exclusions that apply to BellSouth's delivery of CSRs, <customer_short_name> shall provide to BellSouth access to CSRs within four (4) hours after request via electronic access where available. **If electronic access is not available, <customer_short_name> shall provide to BellSouth paper copies of customer record information including circuit numbers associated with each telephone number where applicable within forty-eight (48) hours of a valid request.**

2.5.6 The Parties agree not to view, copy, or otherwise obtain access to the CSR information of any customer without that customer's permission. The Parties will obtain access to CSR information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.

2.5.6.1 LOA Request. Either Party may request that the other provide a copy of an appropriate LOA. The Parties shall use best efforts to provide such a copy within seven (7) business days.

2.5.6.2 **[<customer_short_name> Version]** Notice of Noncompliance. If, after receipt of a requested LOA or, if no LOA is provided by the seventh (7th) business day after such request has been made, the requesting Party determines that the other Party has accessed CSR information without having obtained the proper End User authorization, the requesting Party will send written notice to the other Party specifying the alleged noncompliance. **The Party receiving the notice agrees to acknowledge receipt of the notice as soon as practicable. If the Party receiving the notice does not dispute the other Party's assertion of non-compliance, the receiving Party agrees to provide the other Party with notice that appropriate corrective measures have been taken or will be taken as soon as practicable.**

[BellSouth Version] Notice of Noncompliance. If, after receipt of a requested LOA, the requesting Party determines that the other Party has accessed CSR information without having obtained the proper End User authorization, **or, if no LOA is provided by the seventh (7th) business day after such request has been made, the requesting Party will send written notice to the other Party specifying the alleged noncompliance.**

2.5.6.3 **[<customer_short_name> Version]** Disputes over Alleged Noncompliance. **If one Party disputes the other Party's assertion of non-compliance, that Party shall notify the other Party in writing of the basis for its assertion of compliance. If the receiving Party fails to provide the other Party with notice that appropriate corrective measures have been taken within a reasonable time or provide the other Party with proof sufficient to persuade the other Party that**

it erred in asserting that the non-compliance, the requesting Party shall proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions. In such instance, the Parties cooperatively shall seek expedited resolution of the dispute. All such information obtained through the process set forth in this Section 2.5.5 shall be deemed Information covered by the Proprietary and Confidential Information Section in the General Terms and Conditions of this Agreement.

[BellSouth Version] Disputes over Alleged Noncompliance. In its written notice to the other Party the alleging Party will state that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifth (5th) calendar day following the date of the notice. In addition, the alleging Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the alleging Party may terminate the provision of access to ordering systems to the other Party and may discontinue the provisioning of existing services if such use is not corrected or ceased by the tenth (10th) calendar day following the date of the initial notice. If the other Party disagrees with the alleging Party's allegations of unauthorized use, the other Party shall proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions. All such information obtained through the process set forth in this Section 2.5.5 shall be deemed Information covered by the Proprietary and Confidential Information Section in the General Terms and Conditions of this Agreement.

2.6

[Parties Disagree]

[<customer_short_name> Version] Service Ordering and Provisioning. BellSouth will provide the capability to place orders electronically and/or manually. <customer_short_name> can determine if orders can be placed electronically for a certain product by reviewing the LOH found on BellSouth's web site located at <http://interconnection.bellsouth.com/guides/html/leo.html>. Electronic ordering will be made available via a single interface for ordering and pre-ordering or the integration of a pre-ordering and ordering interface. <customer_short_name> may integrate the EDI interface with the EDI pre-ordering interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests. Facsimile and e-mail shall not be considered electronic interfaces. If at any time such interfaces are not available to make placement of an electronic local service request (LSR) possible, <customer_short_name> shall use the manual LSR process for the ordering of all services and network elements and any combination thereof. Such manual LSRs must be submitted via facsimile except when pre-arranged with BellSouth to mail manual LSRs of over one hundred (100) pages. In such cases, <customer_short_name> will be assessed the

lower electronically submitted OSS rate. BellSouth will make available the CLEC OSS ordering interface for the purpose of exchanging order information, including CLEC Service Order Tracking System (CSOTS) order status and completion notification, for non-complex and certain resale requests, certain network elements and network element combinations.

[BellSouth Version] Service Ordering and Provisioning. BellSouth will provide the capability to place orders electronically and/or manually. <customer_short_name> can determine if orders can be placed electronically for a certain product by reviewing the LOH found on BellSouth's web site located at <http://interconnection.bellsouth.com/guides/html/leo.html>. Electronic ordering will be made available via a single interface for ordering and pre-ordering or the integration of a pre-ordering and ordering interface. <customer_short_name> may integrate the EDI interface with the EDI pre-ordering interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests. Facsimile and e-mail shall not be considered electronic interfaces. If at any time such interfaces are not available to make placement of an electronic local service request (LSR) possible, <customer_short_name> shall use the manual LSR process for the ordering of all services and network elements and any combination thereof. Such manual LSRs must be submitted via facsimile except when pre-arranged with BellSouth to mail manual LSRs of over one hundred (100) pages. **In the case of outages of BellSouth's OSS interfaces, <customer_short_name> will be assessed the lower electronically submitted OSS rate if <customer_short_name> must submit LSRs manually during periods of systems outages by complying with the rules specified in the LOH located at <http://interconnection.bellsouth.com/guides/html/leo.html>.** BellSouth will make available the CLEC OSS ordering interface for the purpose of exchanging order information, including CLEC Service Order Tracking System (CSOTS) order status and completion notification, for non-complex and certain resale requests, certain network elements and network element combinations.

- 2.6.1 Interconnection trunking will be ordered via an ASR and shall be billed in accordance with Attachment 3.
- 2.6.2 <customer_short_name> may submit, and BellSouth will accept, orders for services and network elements as per the reasonable and nondiscriminatory requirements contained in the BellSouth LOH located at <http://interconnection.bellsouth.com/guides/html/leo.html>. Notice of changes or additions to ordering procedures resulting from new Services and Elements shall be provided to <customer_short_name> through BellSouth's Carrier Notifications which can be accessed at BellSouth's Internet site: <http://www.interconnection.bellsouth.com/notifications>.
- 2.6.3 Upon receipt of an order for a conversion, from a BellSouth retail End User to a CLEC with either UNE or Resale services, BellSouth will: (i) process disconnect

and reconnect orders, if necessary, to provision the service which shall be due-dated using the reasonable and nondiscriminatory interval guidelines set forth in Section 8 of the LOH which is accessible via the Internet at the following web site: <http://interconnection.bellsouth.com/guides/html/leo.html>, (ii) where applicable reuse the service facility for retail, resale service, or individual loop(s) and/or port(s) at the same location, and (iii) notify <customer_short_name> subsequent to the order being completed.

- 2.6.4 <customer_short_name> will specify on each order its Desired Due Date (DDD) for completion of that particular order. BellSouth shall assign a due date which shall be the later of the date for the interval specified in Section 8 of the LOH, located at <http://interconnection.bellsouth.com/guides/html/leo.html>, or <customer_short_name>'s DDD. BellSouth shall not complete the provisioning for that order prior to due date unless early turn-up is needed for testing purposes or <customer_short_name> otherwise consents to such early turn-up and order completion. BellSouth will make best effort to meet the due date for service requests. BellSouth will notify <customer_short_name> if the due date cannot be met and shall assign the earliest due date possible. When the DDD is less than the standard interval, <customer_short_name> shall use the expedite request field on the order. If <customer_short_name> requests that an order be expedited, BellSouth shall notify <customer_short_name> of the status of the order and the due date which shall be (1) for a non-designed order, (a) the expedite date, (b) the earliest date it can be worked after the expedite date or (c) the standard date, or (2) for an UNE order, (a) the expedite date or (b) the standard date as the DD, with the return of the Firm Order Confirmation (FOC) within the interval required by SQM O-9. Service date advancement charges shall be as set-forth in Exhibit A of Attachment 2 of this Agreement.
- 2.6.5 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by <customer_short_name>, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in Section 8 of the LOH, located at <http://interconnection.bellsouth.com/guides/html/leo.html>. The charges shall be as set-forth in Exhibit A of Attachment 2 of this Agreement and will apply only where Service Date Advancement has been specifically requested by the requesting Party, and the element or service provided by the other Party meets all technical specifications and is provisioned to meet those technical specifications. If <customer_short_name> accepts service on the plant test date (PTD) normal recurring charges will apply from that date but Service Date Advancement charges will only apply if <customer_short_name> previously requested the order to be expedited and the expedited DD is the same as the original PTD.
- 2.6.6 Missed Due Dates. In the case of a missed due date, the Parties shall work cooperatively to complete the order as soon as possible. In the event that a missed due date is one associated with a Service Date Advancement request, Service Date Advancement charges will not apply if BellSouth fails to complete the order prior to the standard interval or a negotiated interval. When the missed due date is the

fault of <customer_short_name> or its End User, subsequent order processing fees will apply. When it is a BellSouth error, subsequent order processing fees will not apply.

- 2.6.7 Cancellation Charges. If either Party cancels a request for network elements or other services, any costs incurred by the provisioning Party in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff Section B2.4.14 or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if <customer_short_name> places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services requested and another compatible facility cannot be found with the transmission characteristics of the network elements or services originally requested, cancellation charges described in this Section shall not apply. Where <customer_short_name> places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, <customer_short_name> may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should <customer_short_name> elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup. Notwithstanding the foregoing, if <customer_short_name> places a single LSR for an unbundled network combination, as described in Section 5 of Attachment 2 of this Agreement, based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested in accordance with the transmission characteristics of the network elements requested, cancellation charges described in this Section shall not apply.
- 2.6.8 Resale Service Orders. Resale service orders shall be available per the BellSouth LOH which can be found at BellSouth's Internet site:
<http://interconnection.bellsouth.com/guides/html/leo.html>.
- 2.6.8.1 BellSouth shall not require a disconnect order from an End User, <customer_short_name>, or another CLEC in order to process a <customer_short_name> order for a Resale service available under Attachment 1 to this Agreement.
- 2.6.9 FOCs, Completion Notices, Jeopardies and DLRs. BellSouth shall provide to <customer_short_name> electronic and manual interfaces for transmitting orders and receiving FOCs, Completion Notices (for electronically submitted orders only, for manual orders completions can be viewed in CSOTS), Jeopardies, Design Layout Records, Rejections and, as available, other provisioning data and information. BellSouth shall provide <customer_short_name> with a FOC for each Resale and UNE order. The information provided on the FOC will be as described in the Product Information Packages and BellSouth LOH which can be

found at BellSouth's Internet site:
<http://interconnection.bellsouth.com/guides/html/leo.html>.

- 2.6.9.1 BellSouth shall provide to <customer_short_name> a FOC within time periods as specified by SQM O-9. For a LSR in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina, after the FOC is sent the order will be sent for a review of available facilities. If a facility jeopardy is found it is posted on the Pending Facilities (PF) Report found on the PMAP web site located at <https://pmap.bellsouth.com/default.aspx>. The order is then sent to the Service Advocacy Center/Outside Plant Engineering group to seek out alternative facilities and if none are found to create a work order to provide relief. Once alternative facilities are found or facilities are cleared/installed the order is cleared for completion. The process is the same for the LSRs submitted in the states of Florida, North Carolina and Tennessee where the available facilities are reviewed prior to returning the FOC.
- 2.6.10 Rejections/Errors. BellSouth shall reject and return to <customer_short_name> any local service request that BellSouth cannot provision due to technical reasons or due to missing, inaccurate or illegible information. When a LSR is rejected, BellSouth shall, in its reject notification, specifically identify and describe, using specified error codes and additional written explanation where necessary, the reasons for which the LSR was rejected. BellSouth will always use best efforts to identify all errors and any need for clarification before rejecting the LSR to <customer_short_name>, and to avoid serial requests for LSR correction or clarification. BellSouth will not be able to check for potential dependency conditions created by new data on a clarified request that might cause a serial error when the new data is inputted.
- 2.6.10.1 BellSouth will identify errors in accordance with BellSouth's LSR error messages documentation, which contains error codes applicable to a LSR and a description of the errors such codes identify. BellSouth will make available such documentation on BellSouth's interconnection web site, <http://www.interconnection.bellsouth.com/guides/html/lsr.html>. BellSouth will work cooperatively with <customer_short_name> as reasonably necessary to assist <customer_short_name> in identifying and understanding LSR errors and associated error codes. Supplemental written explanation of the reasons for the reject will be included, as necessary to pinpoint the error or need for clarification and to prevent the need for serial correction and/or clarification.
- 2.6.11.2 If a LSR is rejected more than once for error or clarification, no additional supplemental order charges shall apply.
- 2.6.11 Due dates cannot be considered confirmed until a complete and accurate Service Request has been entered into BellSouth's service request processing systems. A due date may be adjusted for an order that has been rejected for error or clarification. Serial requests for correction and/or clarification may also trigger a new due date. When a due date is impacted by an invalid clarification by

BellSouth, at <customer_short_name>'s request, BellSouth will make a best effort to honor the due date measured from the original submission of the complete and accurate service request or give the next available date.

- 2.6.12 Service Request Changes (Supplemental Service Requests). If an installation or other <customer_short_name>-requested work requires a change from the original <customer_short_name> service request in any manner while the BellSouth technician is onsite, BellSouth shall notify the appropriate <customer_short_name> ordering center designated in advance of performing the installation or other work to obtain authorization. BellSouth shall then provide <customer_short_name> an estimate of additional labor hours or materials. After all installation or other work is completed, BellSouth shall immediately notify the <customer_short_name> ordering center that approved the supplemental service request(s) of the actual labor hours or materials used.
- 2.6.12.1 If provisioning of a service request can only be partially completed due to unavailable facilities, BellSouth shall notify <customer_short_name> in accordance with the pending facilities procedures set forth in Section 2.6.14 below.
- 2.6.12.2 If <customer_short_name>'s End User requests a service change at the time of installation or other service visit performed by BellSouth technicians, BellSouth shall immediately notify <customer_short_name> at the telephone number on the service order of that request. The BellSouth technician should notify <customer_short_name> in the presence of the <customer_short_name> End User and provide an estimate of additional labor hours or materials needed so that <customer_short_name> can negotiate authority to install the requested service directly with that End User and the technician and revise appropriate ordering documents as necessary. At no time should the BellSouth representative perform any work not ordered by <customer_short_name>, even at the End User's request, without approval from the <customer_short_name> ordering center. After all installation or other work is completed, BellSouth shall immediately notify <customer_short_name> of the actual labor hours or materials used to the <customer_short_name> ordering center that authorized the supplemental service request(s).
- 2.6.13 Pending Facility Situations. BellSouth shall provide to <customer_short_name> notification of any known facility jeopardy situations when they occur via the password protected PF Report on the PMAP web site located at <http://pmap.bellsouth.com/default.aspx> and via CSOTS. When BellSouth is able to provide a new committed due date, BellSouth shall provide <customer_short_name> a FOC containing the new due date if the date is later than the original due date on a nondiscriminatory basis with itself and other CLECs.
- 2.6.14 Status. BellSouth shall provision Resale Services and UNEs as prescribed in <customer_short_name>'s service order requests. Access to FOC status on electronically submitted orders and other status states for electronically and

manually submitted orders shall be provided via CSOTS located at <https://csots.bellsouth.com>. Access to FOC status on manually submitted service order requests shall be provided on BellSouth's PMAP Internet website at <http://pmap.bellsouth.com/default.aspx>.

- 2.6.15 Lack of Facilities Notice. BellSouth shall provide notice of a lack of facilities availability in accordance with SQM P-2.
- 2.6.16 Orders placed in hold or pending status by <customer_short_name> will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, <customer_short_name> shall be required to submit a new service request. Incorrect or invalid requests returned to <customer_short_name> for correction or clarification will be held for thirty (30) calendar days. If <customer_short_name> does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.
- 2.6.17 Testing. BellSouth shall perform all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical reference for the service being ordered. Such tests will include all of the tests that BellSouth would perform for the turnup of its own service. Upon request, BellSouth shall provide <customer_short_name> with the results from all tests when available.
- 2.6.18 <customer_short_name> and BellSouth will perform cooperative testing, if requested by <customer_short_name>, to test Services and Elements purchased by <customer_short_name> where BellSouth performs cooperative testing on like services for it's retail entity. At a minimum, cooperative testing performed will include margin, attenuation and insertion loss tests. In situations where a requested test is not normally performed by BellSouth to provision a circuit, Additional Cooperative Acceptance Testing ("ACAT") charges will apply in accordance with Section 13.3.5 of BellSouth's FCC Tariff 1. In situations where a requested test is not normally performed by BellSouth to address a trouble ticket on a circuit, Additional Cooperative Acceptance Testing ("ACAT") charges will apply in accordance with Section 13.3.5 of BellSouth's FCC Tariff 1.
- 2.6.19 Both Parties shall work cooperatively if required to isolate and clear troubles that cannot be isolated to a particular Party's network.
- 2.6.20 For maintenance issues, BellSouth will perform testing with the issuance of a trouble report identifying a possible trouble condition in BellSouth's network. BellSouth will perform intrusive testing during the periods authorized by <customer_short_name> on the trouble report. Where feasible, BellSouth shall perform electronic loop tests at <customer_short_name>'s request. BellSouth shall provide <customer_short_name> with the results from all tests when available. In situations where a requested test is not normally performed by BellSouth to provision a circuit, ACAT charges will apply. If the trouble is found in BellSouth's network through the performance of the ACAT testing no ACAT charges will be charged.

- 2.6.21 Tag and Locate. BellSouth must properly and physically tag and locate all circuits, if ordered by <customer_short_name>, regardless of provisioning method employed by BellSouth. In cases where BellSouth would not otherwise dispatch to provision a circuit, and <customer_short_name> requests Tagging, <customer_short_name> will incur the Loop Tagging charges set forth in Exhibit A of Attachment 2 of this Agreement.
- 2.6.22 Suspend/Restore Orders. Upon <customer_short_name>'s request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.
- 2.6.23 Unless otherwise ordered by <customer_short_name>, when <customer_short_name> orders services and network elements pursuant to this Agreement, all preassigned trunk or telephone numbers currently associated with those services and network elements shall be retained without loss of switched based features where such features exist. <customer_short_name> shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.
- 2.6.24 Completion Notification. Upon completion of a service request submitted electronically, and once BellSouth's systems determine that the service order is completed, BellSouth shall submit to <customer_short_name>, via the same electronic interface used to submit the LSR, a completion notification that complies with the OBF/LSOG business rules and ATIS models, as adopted by the CCP. Completion information for local service requests submitted both manually and electronically is available via BellSouth's web-based system known as CSOTS.
- 2.6.25 **[Parties Disagree]**
[<customer_short_name> Version] Subject to the same exclusions that apply to BellSouth's delivery of a FOC, <customer_short_name> shall use best efforts to return a FOC to BellSouth, for purposes of porting a number, within an average of five (5) business days, for noncomplex orders, after <customer_short_name>'s receipt from BellSouth of a valid LSR.
[BellSouth Version] <customer_short_name> shall return a FOC to BellSouth within thirty-six (36) hours, exclusive of Saturdays, Sundays and Holidays, after <customer_short_name>'s receipt from BellSouth of a valid LSR.
- 2.6.26 **[Parties Disagree]**
[<customer_short_name> Version] Subject to the same exclusions that apply to BellSouth's delivering a Reject Response, <customer_short_name> shall use best efforts to provide a Reject Response to BellSouth within an average of forty-eight (48) hours, for noncomplex orders and exclusive of Saturdays, Sundays and Holidays, after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.

[BellSouth Version] <customer_short_name> shall provide a Reject Response to BellSouth within **twenty-four (24)** hours, exclusive of Saturdays, Sundays and Holidays, after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.

- 2.7 Maintenance and Repair. <customer_short_name> may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting and monitoring, including, but not limited to CPSS-TA and the following interfaces. For exchange services, BellSouth offers <customer_short_name> nondiscriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides nondiscriminatory trouble reporting via the ECTA Gateway. BellSouth provides <customer_short_name> an estimated time to repair, as appropriate, on trouble reports. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth service technicians provide to <customer_short_name> and its End Users repair service that is nondiscriminatory in relation to that provided to BellSouth and its End Users and shall receive response time priority that is at least equal to that of BellSouth and its similarly situated End Users. BellSouth will employ the Telecommunications Service Priority (TSP) System in its restoration of National Security and Emergency Preparedness (NS/EP) telecommunications services.
- 2.7.1 BellSouth and <customer_short_name> agree to adhere to BellSouth's Operational Understanding. The Operational Understanding may be assessed via the Internet at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. For services provided through resale, BellSouth agrees to provide <customer_short_name> with scheduled maintenance for residence and small business End Users consistent with the Operational Understanding available at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. BellSouth agrees to provide <customer_short_name> notification of Central Office conversions consistent with the Operational Understanding available at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm.
- 2.7.2 Maintenance charges for premises visits by BellSouth technicians shall be billed by <customer_short_name> to its End User, and not by BellSouth. The BellSouth technician shall: (i) contact <customer_short_name> for authorization; (ii) provide an estimate of time and materials required to <customer_short_name>; and (iii) notify <customer_short_name> if a subsequent visit is required. If additional premises work is required that cannot be performed on that visit, BellSouth shall call <customer_short_name> to schedule another premises visit. Wherever possible, BellSouth will schedule appointments while a technician is at the premises

with the End User on the line so that <customer_short_name> can schedule a new appointment with BellSouth and End User at the same time.

- 2.7.2.1 BellSouth will bill maintenance charges for premises visits to <customer_short_name> in accordance with the provisions of this Attachment.
- 2.7.3 When maintenance charges are incurred during premises visits, the BellSouth technician shall present the End User with a copy of a nonbranded warranty page that has the order number or trouble ticket number and date on it. If additional work will be necessary, BellSouth shall make an additional appointment with the <customer_short_name>'s End User.
- 2.7.4 BellSouth shall provide <customer_short_name> with access to a user interface which is functionally equivalent to the interface used by BellSouth's retail maintenance and repair centers for processing trouble reports. Such functionality shall be that described in the corresponding documentation located on the BellSouth CLEC web site at http://www.interconnection.bellsouth.com/guides/html/lens_tafi/html.
- 2.7.5 BellSouth supports the machine-to-machine maintenance and repair interface defined by the ANSI National Standards (T1.227, T1.228 and T1.262). Upon completion of a Joint Implementation Agreement ("JIA") with BellSouth, <customer_short_name> shall have access to this interface. The functionality of this interface shall be that described in the corresponding documentation published on the BellSouth CLEC web site at http://www.interconnection.bellsouth.com/guides/activation/pdf/clec_jia.pdf. A sample JIA is also available at this site.
- 2.7.5.1 In addition to systems and interfaces currently available, BellSouth may provide <customer_short_name> access to other maintenance and repair interfaces (as the result of the CCP or other stimuli) whose functionality matches the corresponding documentation published on the BellSouth CLEC web site at <http://www.interconnection.bellsouth.com>. Such interfaces shall not replace current interfaces prior to being addressed through CCP.
- 2.7.6 BellSouth shall make every reasonable effort to notify <customer_short_name> upon completion of a trouble report. BellSouth will close out trouble reports in accordance with SQM M&R-3.
- 2.7.7 <customer_short_name> may enter a trouble report with BellSouth when a central office feature or function is not performing. If <customer_short_name>'s circuit/telephone number that is in trouble is riding a trunk that belongs to another carrier, <customer_short_name> can submit a central office features trouble report if the circuit/telephone number has switch translations on it.
- 2.7.8 BellSouth shall advise <customer_short_name> of known central office, interoffice (such as fiber cuts), and repeater failures that are known at the time of trouble

report issuance. BellSouth shall notify <customer_short_name> of switch failures pursuant to the Disaster Recovery Plan in 10 of this Agreement if applicable. <customer_short_name> will also be notified of FCC reportable events after having subscribed to the CLEC email list server in accordance with the Operational Understanding located at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. BellSouth agrees to provide an Estimated Time To Repair (ETTR), an appointment time or commitment time, as appropriate, on all trouble reports. The Parties are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which affect the Collocation Space or Premises, to the extent it affects the Collocation Space with an estimated clearing time for restoration, if known. In addition, each Party will provide notification as soon as reasonably practical.

- 2.7.9 BellSouth will call the <customer_short_name> maintenance and repair center with notification in the event that a BellSouth maintenance and repair technician is unable to keep a scheduled repair visit within the same time frames BellSouth provides such notice to itself, its own End Users, its affiliates and to any other CLEC. If a scheduled repair visit is missed, <customer_short_name> may escalate to BellSouth for expedited repair and a revised estimated completion time.
- 2.7.9.1 Repair appointments missed due to BellSouth's fault are subject to the SQM M&R-1.
- 2.7.10 Chronic Problems. Chronic repair problems will receive specialized handling by BellSouth's Customer Wholesale Interconnection Network Services ("CWINS") Maintenance Center Chronic Group personnel. BellSouth performs maintenance analysis for chronic problems by reviewing historical trouble tickets. The chronic resolution process is for a network element, service or facility on which three (3) or more trouble tickets have been closed in a thirty (30) calendar day period, obscure or intermittent conditions or upon reasonable request by <customer_short_name>. If the analysis indicates a chronic condition exists, a chronic maintenance report will be initiated.
- 2.7.10.1 The Chronic Group will then perform a detailed analysis of the chronic maintenance report. The chronic resolution process could involve the following:
- Request for service release times
 - Circuit monitoring
 - Circuit stress testing
 - Joint <customer_short_name>/BellSouth testing
 - Component repair
 - Referral to <customer_short_name> for resolution
- 2.7.10.2 Once the chronic condition is resolved, the chronic maintenance report will be closed. If <customer_short_name> is involved in the chronic process, notification will be provided to <customer_short_name>. When <customer_short_name> determines that a chronic condition regarding a circuit or service exists, a request

may be made to the CWINS Maintenance Chronic Group for review. The CWINS center will open a chronic maintenance report and perform a chronic resolution procedure. <customer_short_name> should provide any test results associated with the reported service at the time the chronic request is made.

- 2.7.10.3 The chronic process is not intended for resolving immediate trouble conditions. The resolution period will vary based on the complexity of isolating the problem. Immediate trouble conditions should be handled through the normal maintenance reporting process. A status will be provided on all <customer_short_name>-initiated chronic requests and will be closed with a call to <customer_short_name>'s maintenance service center. Once a chronic trouble has been repaired, it remains on a monitoring list for thirty (30) calendar days to ensure the problem has been corrected. Subsequent problems with a chronic circuit are handled on the original chronic ticket, allowing the customer to work from an existing ticket rather than open a new one each time they experience errors.
- 2.7.10.4 **[Parties Disagree]**
- <customer_short_name> Version** Upon request from <customer_short_name>, BellSouth will disclose all available performance and maintenance history regarding the network element, service or facility subject to the Chronic Ticket.
- [BellSouth Version]** No Section.
- 2.8 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the CCP. Guidelines for this process are set forth in the CCP document. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/client.html. Such CCP will provide <customer_short_name> with an opportunity to comment on proposed changes and time for BellSouth to consider and modify its proposals based on those comments.
- 2.8.1 BellSouth will provide advance notification prior to issuing new versions of BellSouth's documentation changes, including business rule changes, as described in the process flows in Section 4.0 and in Appendix G of the CCP, located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/client.html.
- 2.9 Electronic Interfaces. BellSouth's Versioning Policy is part of the CCP. Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to <customer_short_name>, is set forth in the CCP document. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/client.html.
- 2.9.1 **[Parties Disagree]**

[<customer_short_name> Version] Rates. The Parties shall bill each other for providing OSS functionalities at the rates set forth in Exhibit A of Attachment 2 of this Agreement. <customer_short_name> shall bill BellSouth a single manual OSS charge (SOMAN) per local service request.

[BellSouth Version] Rates. BellSouth shall bill <customer_short_name> OSS rates pursuant to the terms, conditions and rates for OSS as set forth in Exhibit A of Attachment 2 of this Agreement. <customer_short_name> shall bill BellSouth a single manual OSS charge (SOMAN) per local service request associated with the 'port back' of a telephone number to BellSouth as set forth in Exhibit A of Attachment 2 of this Agreement, pursuant to the terms and conditions under which BellSouth bills <customer_short_name> for OSS, including FOC turnaround times the same as BellSouth's, due date intervals the same as BellSouth's for port out of numbers only and CSRs handled under the same terms and conditions that BellSouth is held to in providing the CSRs to <customer_short_name>. Should BellSouth desire to establish a mechanized interface with <customer_short_name> in support of the 'port back' local service requests, BellSouth shall initiate a New Business Request to <customer_short_name>.

- 2.9.1.1 The electronic OSS Charges rather than the manual ordering charges shall apply to a local service request submitted by <customer_short_name> when BellSouth's electronic interface normally utilized by <customer_short_name> is unavailable for reasons other than scheduled maintenance. In order to receive the electronic OSS charge <customer_short_name> must follow the procedure outlined in BellSouth's LOH, <http://interconnection.bellsouth.com/guides/html/leo.html>, for every manually submitted LSR.

3. MISCELLANEOUS

- 3.1 Customer Migration. Neither BellSouth nor <customer_short_name> shall prevent or delay an end-user from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.1.1 **[Parties Disagree]**

[<customer_short_name> Version] In no event shall BellSouth refuse to permit, or otherwise refuse to comply with its obligations hereunder with respect to, the transition to <customer_short_name> of any End User by conditioning such permission or compliance upon (a) <customer_short_name>'s entry into any billing and/or collection arrangement, operational understanding or relationship with one or more of BellSouth's Affiliates (including, without limitation, BellSouth Long Distance), or any third party carrier; or (b) any applicable End User's or <customer_short_name>'s entry into any other agreement, arrangement, understanding or relationship with BellSouth or any of its Affiliates, or a third party carrier other than as expressly contemplated by this Agreement. In the event that BellSouth shall withhold or condition its permission or compliance with respect to any End User-

transition matter in violation of the foregoing sentence, <customer_short_name> shall automatically and immediately be entitled to assess against and collect from BellSouth, in addition to and without prejudice to or limitation upon any other rights or remedies <customer_short_name> and/or any of its End Users may have under this Agreement, under any other agreement, instrument or document related hereto or contemplated hereby or otherwise at law or in equity against BellSouth and/or its Affiliates, or a third party carrier in respect of any such matters and/or any breach or violation of any other provision(s) of this Agreement occurring in connection therewith, an amount equal to \$1,000 per occurrence for each day. Each of BellSouth and <customer_short_name> acknowledge and agree that, insofar as it would be impossible or commercially impracticable to ascertain and fix the actual amount of damages as would be sustained by <customer_short_name> as a result of any breach by BellSouth of the foregoing provisions of this Section 3.1.1, the liquidated damage amount specified in the foregoing sentence is agreed to as a reasonable approximation of the damages likely to be sustained by <customer_short_name>, and not as a penalty, upon the occurrence and during the continuance of any such breach.

[BellSouth Version] No Section.

3.1.2

[Parties Disagree]

[<customer_short_name> Version] Mass Migration of Customers. BellSouth will cooperate with <customer_short_name> to accomplish mass migration of customers expeditiously and on terms that are reasonable and non-discriminatory. Mass migration of customer service arrangements (e.g., UNEs, Combinations, resale) will be accomplished pursuant to submission of electronic LSR or, if mutually agreed to by the Parties, by submission of a spreadsheet in a mutually agreed-upon format. Until such time as an electronic LSR process is available, a spreadsheet containing all relevant information shall be used. An electronic OSS charge shall be assessed per service arrangement migrated. This Section shall not govern bulk migration from one service arrangement to another for the same carrier or migration of a collocation space from one carrier to another.

[BellSouth Version] Mass Migration of Customers. BellSouth will cooperate with <customer_short_name> to accomplish mass migration of customers expeditiously and on terms that are reasonable and non-discriminatory.

3.1.2.1

[Parties Disagree]

[<customer_short_name> Version] BellSouth shall only charge <customer_short_name> a TELRIC-based records change charge for the migration of customers for which no physical re-termination of circuits must be performed. The TELRIC-based records change charge is as set forth in

Exhibit A of Attachment 2 of this Agreement. Such migrations shall be completed within ten (10) calendar days of an LSR or spreadsheet submission. The TELRIC-based charge for physical re-termination of circuits (including appropriate record changes (a single charge will apply)) is as set forth in Exhibit A of Attachment 2 of this Agreement. Such physical re-terminations shall be completed within ten (10) calendar days of electronic LSR or spreadsheet submission.

[BellSouth Version] No Section.

- 3.2 **Use of Facilities.** When a customer of <customer_short_name> elects to discontinue service and to transfer such service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to <customer_short_name> by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state (*i.e.*, service is no longer being provided over the local loop but the switch translations and interoffice facilities have not been disconnected) and BellSouth has received a request to establish new service or transfer service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify <customer_short_name> that such a request has been processed after the disconnect order has been completed. Such notification will be provided via <customer_short_name>'s line loss notification report which can be found on the PMAP web site at <http://pmap.bellsouth.com/default.aspx> and is updated on a daily basis except for Sundays.
- 3.3 **Contact Numbers.** The Parties agree to provide one another with toll-free (e.g., 1-800#) contact numbers for the purpose of addressing issues related to ordering, provisioning, and maintenance and repair of services. BellSouth shall provide the contact number through BellSouth's Internet site:
<http://www.interconnection.bellsouth.com/contact/index.html>.
 <customer_short_name> shall provide a contact number that is separate and distinct from that provide to <customer_short_name>'s End Users. In addition, BellSouth shall provide access to assistance for technical issues other than OSS training inquiries such as connectivity and passwords related to its OSS interfaces. Such assistance will be available twenty-four (24) hours a day, seven (7) days a week via designated telephone number for inquiries and e-mail/web form (the request can be submitted either way) with guaranteed response within an hour.
- 3.4 **Subscription Functions.** In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (*i.e.*, PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.

- 3.5 Service Arrangement Reconfiguration. BellSouth shall reconfigure (company initiated activity (CIA) or central office conversion) the <customer_short_name> service arrangements of <customer_short_name>'s End User for Resale services, UNEs or Combinations in accordance with the FCC's rules regarding Notice of Network Change, 47 C.F.R. 51.325 *et seq.* as well as the procedures described in the Operational Understanding located at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm provided such reconfigurations and procedures comply with applicable FCC and Commission rules and orders. This provision shall not allow BellSouth to change the type of service ordered by <customer_short_name> (i.e. Resale, UNE or Combination) to another type of service as a result of such reconfiguration.
- 3.5 Intercept Referral Messages. The Parties shall provide an intercept referral message for the same period of time that BellSouth currently provides such a message for its own End Users. The intercept message shall be similar in format to the intercept referral message currently provided by BellSouth for its own End Users.
- 3.6 Installation/Service Visits/Additional Work. Each Party shall train and direct its employees who have contact with End Users of the other Party in the process of provisioning, maintenance or repair not to disparage the other Party or its services in any way to the other Party's End Users.
- 3.7.1 Any written "leave behind" materials that BellSouth technicians provide to <customer_short_name> End Users shall be non-branded materials that do not identify the work being performed as being by BellSouth. These materials shall include, without limitation, non-branded forms for the Customer and non-branded "not at home" cards.
- 3.7 Escalation Procedures and Contacts. BellSouth's escalation practices are provided in Appendix A and the escalation contact number list is contained in Chapter 4.0 of the Operational Understanding which is provided on the interconnection web site at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm.
- 3.8 Disputes Between <customer_short_name> and <customer_short_name>'s End Users. In general, BellSouth will not become involved in disputes between <customer_short_name> and <customer_short_name>'s End User customers. If a dispute does arise that cannot be settled without the involvement of BellSouth, <customer_short_name> shall contact the designated Service Center for assistance in the dispute resolution. BellSouth will make reasonable efforts to assist <customer_short_name> in as timely a manner as possible. BellSouth's involvement will be limited to interfacing with <customer_short_name>'s employees who are involved in the dispute resolution.

- 3.9 BellSouth shall constantly work toward resolution of pre-ordering, ordering, provisioning, maintenance and repair, billing and interface issues and disputes. <customer_short_name> must contact the appropriate BellSouth work center to record <customer_short_name>'s issue/dispute and to work with the personnel within the center to reach final resolution. Should <customer_short_name> determine that escalation is required to reach resolution, <customer_short_name> should invoke the process appropriate for that work center as spelled out in BellSouth's Operational Understanding located at <http://www.interconnection.bellsouth.com/guides> for provisioning, maintenance and repair; in Project Management located at <http://interconnection.bellsouth.com/centers/html/pm.html> for customer care project management; Section 8.0 of the Change Control Process located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/client.html for interfaces and in Section 2 of Attachment 7 of this Agreement for billing.
- 3.10 The Parties will support existing NC/NCI codes to deliver the services available through this Agreement, and necessary to support all technically feasible means and levels of interconnection. The Parties will support the development of new NC/NCI codes to the extent a NC/NCI code does not exist for services available through this Agreement.
- 3.11 Project Management. Provisioning done pursuant to project management as specified in Section 8 of the LOH, located at <http://interconnection.bellsouth.com/guides/html/leo.html>, will be performed at the interval the Parties negotiated and mutually agreed to prior to the order being placed. BellSouth will offer the shortest interval available.
- 3.12 Provisioning done pursuant to project management as specified in Section 8 of the LOH will be normally be performed by project management personnel from the provisioning center. Provisioning will be performed at prices no more expensive than those prices applicable to individual service or element orders, unless <customer_short_name> negotiated to obtain project management support from BellSouth's Professional Services Group rather use the project management personnel from the provisioning center.
- 3.13 Personnel assigned by either Party to provisioning being handled on a Project Management basis shall be professional, competent, responsive and effective. Both Parties will use best efforts to resolve any problems with Project Management personnel, practices or procedures on a timely basis and in accordance with the escalation procedures set forth in this Attachment 6.
- 3.14 Continued Support of Elements or Services No Longer Offered. BellSouth shall continue to support and facilitate the use of elements and services purchased by <customer_short_name> during a reasonable period of transition, and in accordance with applicable FCC and Commission rules and orders, and any

applicable tariff terms. The Parties will work cooperatively and proactively to mutually agree on a seamless transition plan to alternative service arrangements.

3.16

Annoyance Call Center. Where BellSouth provides switching, BellSouth will process calls made to its Annoyance Call Center and will advise <customer_short_name> when it is determined that annoyance calls are originated from one of their End User's locations. It is the responsibility of <customer_short_name> to take the corrective action necessary up to and including the disconnection of service to its End Users who make annoying calls. BellSouth shall provide the same level of Annoyance Call Center service to <customer_short_name>'s End Users as BellSouth provides to its own End Users.

Attachment 7

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to <customer_short_name> under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change to comply with standards that are finalized by the applicable industry forum.

- 1.1.1 For any service(s) BellSouth receives from <customer_short_name>, <customer_short_name> shall continue to bill BellSouth in the same format and using the same media as it did, and to the extent any services were provided, prior to this Agreement. Any changes to format or media used will be pursuant to the mutual agreement of <customer_short_name> and BellSouth.

- 1.1.2 BellSouth bills will include sufficient itemization and bill detail to identify the particular elements or services provided. BellSouth shall provide <customer_short_name> a monthly bill that includes all charges incurred by and credits and/or adjustments due to <customer_short_name> for those elements or services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill shall set forth the quantity and description of each such element or service billed to <customer_short_name>, including USOCs and similar information, where applicable. All charges billed to <customer_short_name> must indicate the state from which such charges were incurred except in cross boundary state situations. A listing of such cross boundary exchanges is set forth in BellSouth's state specific GSST Section A3 where the serving state will be indicated.

- 1.1.3 **[Parties Disagree]**

[<customer_short_name> Version] The Bill Date, as defined herein, must be present on each bill transmitted by one Party to the other Party and must be a valid calendar date. **Bills should not be rendered for any charges which are incurred under this agreement when more than ninety (90) days have passed since the bill date on which those charges ordinarily would have been billed. Billed amounts for services rendered more than one (1) billing period prior to the Bill Date shall be invalid unless the billing Party identifies such billing as "back-billing" on a line-item basis. However, both Parties recognize that situations exist which would necessitate billing beyond ninety (90) days and**

up to a limit of six (6) months after the date upon which the bill ordinarily would have been issued. These exceptions are:

Charges connected with jointly provided services whereby meet point billing guidelines require either party to rely on records provided by a third party and such records have not been provided in a timely manner;

Charges incorrectly billed due to erroneous information supplied by the non-billing Party.

[BellSouth Version] The Bill Date, as defined herein, must be present on each bill transmitted by one Party to the other Party and must be a valid calendar date.

Charges incurred under this Agreement are subject to applicable Commission rules and state statutes of limitations.

- 1.1.4 Any switched access charges associated with interexchange carrier access to the local exchange lines resold under Attachment 1 to this Agreement will be billed by, and due to BellSouth.
- 1.1.5 BellSouth will render bills each month for lines on established bill days for each of <customer_short_name>'s accounts. Where feasible, BellSouth shall offer to render bills in electronic format. For any other billing media formats, BellSouth will offer to provide them so long as BellSouth supports their generation. If <customer_short_name> requests multiple billing media or additional copies of the bills, BellSouth will provide these at an additional cost as described in FCC Tariff 1 Section 13.3.6.3. To the extent <customer_short_name> supports the medium requested, additional copies of bills will be provided to BellSouth upon request from BellSouth at an additional cost equal to that which BellSouth would impose upon <customer_short_name>.
- 1.1.6 BellSouth will bill <customer_short_name> in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
- 1.1.6.1 For resold services provided under Attachment 1 to this Agreement, charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill <customer_short_name>, and <customer_short_name> will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.
- 1.1.7 Except as otherwise forth in this Agreement, neither Party will perform billing and collection services for the other Party or the other Party's Affiliates solely as a result of the execution of this Agreement.

- 1.1.8 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, Bellsouth will make an adjustment to such recurring rates billed in advance and at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.
- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required under Section 1.8, and receiving certification as a local exchange carrier from the appropriate regulatory agency, <customer_short_name> will provide the appropriate BellSouth Advisory Team/Local Contract Manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Company Code (CC) or Operating Company Number (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization ("LOA"), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, <customer_short_name> may not order services under a new account established in accordance with this Section 1.2 until thirty (30) calendar days after all information specified in this Section 1.2 is received from <customer_short_name>. Notwithstanding the foregoing, this Section shall have no impact on <customer_short_name> in a state, if <customer_short_name> already has established accounts with BellSouth in that state including the overall CC or OCN if <customer_short_name> is operating in more than one (1) state.
- 1.2.1 Upon request from <customer_short_name>, BellSouth shall provide its ACNA, CIC, OCN, and Tax Exemption Letter to establish an account for the purpose of <customer_short_name> billing to BellSouth. BellSouth will provide a LOA to <customer_short_name> upon the execution of this Agreement. Notwithstanding the foregoing, this Section shall have no impact on BellSouth, if BellSouth already has established accounts with <customer_short_name>.
- 1.2.2 **Parties Disagree**
<customer_short_name> Version OCN, CC, CIC, ACNA and BAN Changes. In the event that either Party makes any corporate name change (including addition or deletion of a d/b/a), or a change in OCN, CC, CIC, ACNA or any other LEC identifier (collectively, a "LEC Change"), the changing Party shall submit written notice to the other Party. A Party may make one (1) LEC Change per state in any twelve (12) month period without charge by the other Party for updating its databases, systems, and records solely to reflect such LEC Change. In the event of any other LEC Change, such charge shall be at the cost-based, TELRIC compliant rate set forth in Exhibit A to this Attachment 7. LEC Changes shall be accomplished in thirty (30) calendar

days and shall result in no delay or suspension of ordering or provisioning of any element or service provided pursuant to this Agreement, or access to any pre-order, order or maintenance interfaces made available by BellSouth pursuant to Attachment 6 of this Agreement. At the request of a Party, the other Party shall process and implement all system and record changes necessary to effectuate a new OCN/CC within thirty (30) calendar days. At the request of a Party, the other Party shall establish a new BAN within ten (10) calendar days.

[BellSouth Version] OCN, CC, CIC, ACNA and BAN Changes. If **<customer_short_name>** needs to change its ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s) under which it operates when **<customer_short_name>** has already been conducting business utilizing that ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s), **<customer_short_name>** shall bear all costs incurred by BellSouth to convert **<customer_short_name>** to the new ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s). ACNA/BAN/CC/CIC/OCN conversion charges include the time required to make system updates to all of **<customer_short_name>**'s End User customer records and will be handled by the BFR/NBR process.

- 1.3 Payment Responsibility. Subject to the provisions of Section 1 of this Attachment, each Party shall be responsible for and make payment for all charges billed. Payments made by each Party to the other Party as payment on an account will be credited to the billed Party's accounts receivable master account. Neither Party will become involved in billing disputes that may arise between the other Party and its End Users.

- 1.4 **[Parties Disagree]**

<customer_short_name> Version Payment Due. Payment of charges for services rendered will be due **thirty (30) calendar days from receipt or website posting of a complete and fully readable bill or within thirty (30) calendar days from receipt or website posting of a corrected or retransmitted bill in those cases where correction or retransmission is necessary for processing and is payable in immediately available funds.** Payment is considered to have been made when received by the billing Party.

[BellSouth Version] Payment Due. Payment for services will be due **on or before the next bill date (Payment Due Date)** and is payable in immediately available funds. Payment is considered to have been made when received by the billing Party.

- 1.4.1 If the payment due date falls on a Sunday or on a Holiday that is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due

date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.

- 1.5 Tax Exemption. Upon BellSouth's receipt of a tax exemption certificate, the total amount billed to <customer_short_name> will not include those taxes or fees from which <customer_short_name> is exempt. <customer_short_name> will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of <customer_short_name>.

- 1.6 [Parties Disagree]

[<customer_short_name> Version] Late Payment. Subject to the provisions of Section 1.7 below, if any portion of the payment is received by BellSouth after the payment due date as set forth in Section 1.2 above, or if any portion of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment charge shall be due to the billing Party. The late payment charge shall be in an amount equal to not received by the payment due date multiplied by a late factor and will be applied on a per /bill basis. The late factor shall be **one (1) percent per month**. In addition to any applicable late payment charges, <customer_short_name> may be assessed a \$20 fee for all returned checks.

[BellSouth Version] Late Payment. Subject to the provisions of Section 1.7 below, if any portion of the payment is received by BellSouth after the payment due date as set forth in Section 1.2 above, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in **Section A2 of the GSST, Section B2 of the Private Line Service Tariff or Section E2 of the Interstate Access Tariff, as appropriate**. In addition to any applicable late payment charges, <customer_short_name> may be charged a fee for all returned checks as set forth in **Section A2 of the GSST or pursuant to the applicable state law**.

- 1.7 Suspension or Termination of Services. The procedures for suspension or termination of services are as follows:

- 1.7.1 [Parties Disagree]

[<customer_short_name> Version] Each Party reserves the right to suspend or terminate service in the event of prohibited, unlawful or, in the case of resold services, improper use of the other Party's facilities or service (e.g. making calls in a manner reasonably to be expected to frighten, abuse, torment or harass another,

etc.) as described under the providing Party's tariff, abuse of the other Party's facilities, or any other violation or noncompliance with this Agreement and/or each Party's tariffs where applicable. Upon detection of such use, the detecting Party will provide written notice to the other Party that additional applications for **such** service may be refused, that any pending orders for **such** service may not be completed, and/or that access to ordering systems **for such service** may be suspended if such use is not corrected or ceased by the fifteenth (15th) calendar day following the date of the notice. In addition, the detecting Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the detecting Party may terminate the provision of **such** existing services to the other Party if such use is not corrected or ceased by the thirtieth (30th) calendar day following the date of the initial notice.

Notwithstanding the foregoing, if the Party that receives the notice disagrees with the issuing Party's allegations of prohibited, unlawful or improper use, it shall provide written notice to the issuing Party stating the reasons therefor. Upon delivery of such notice of dispute, the foregoing provisions regarding suspension and termination will be stayed, and the Parties shall work in good faith to resolve any dispute over allegations of prohibited, unlawful or improper use. If the Parties are unable to resolve such dispute amicably, the issuing Party shall proceed, if at all, pursuant to the dispute resolution provisions set forth in the General Terms and Conditions.

[BellSouth Version] Each Party reserves the right to suspend or terminate service in the event of prohibited, unlawful or, in the case of resold services, improper use of the other Party's facilities or service (e.g. making calls in a manner reasonably to be expected to frighten, abuse, torment or harass another, etc.) as described under the providing Party's tariff, abuse of the other Party's facilities, or any other violation or noncompliance with this Agreement and/or each Party's tariffs where applicable. Upon detection of such use, the detecting Party will provide written notice to the other Party that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifteenth (15th) calendar day following the date of the notice. In addition, the detecting Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the detecting Party may terminate the provision of **all** existing services to the other Party if such use is not corrected or ceased by the thirtieth (30th) calendar day following the date of the initial notice.

1.7.2

[Parties Disagreed]

[Customer - short name Version] Each Party reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the **Due Date**, the **billing Party** may provide written notice to the other Party that additional applications

for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, **as indicated on the notice in dollars and cents**, is not received by the fifteenth (15th) calendar day following the date of the notice. In addition, **the billing Party** may, at the same time, provide written notice that **the billing Party** may discontinue the provision of existing services to **the other Party** if payment of such amounts, **as indicated on the notice (in dollars and cents)**, is not received by the thirtieth (30th) calendar day following the date of the Initial Notice.

[BellSouth Version] BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the **bill date in the month after the original bill date**, BellSouth will provide written notice to **<customer_short_name>** that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, **and all other amounts not in dispute that become past due before refusal, incompleteness or suspension**, is not received by the fifteenth (15th) calendar day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice **to the person designated by <customer_short_name> to receive notices of noncompliance** that BellSouth may discontinue the provision of existing services to **<customer_short_name>** if payment of such amounts, **and all other amounts not in dispute that become past due before discontinuance**, is not received by the thirtieth (30th) calendar day following the date of the initial notice.

- 1.7.3 In the case of termination of services, all billed charges, as well as applicable termination charges, shall become due provided, however, if there are any disputed charges at the time of termination, the Parties will continue to pursue the resolution of the dispute. In the event that the Parties are unable to resolve the dispute, it will be resolved using the dispute resolution process.
- 1.7.4 The Parties will comply with the applicable FCC and Commission rules and orders relating to suspension, discontinuance and termination of service. Upon termination of service on the billed Party's account, such service to billed Party's end users will be denied. The billed Party is solely responsible for notifying the end user of the proposed disconnection of the service. The billing Party will reestablish service for the billed Party upon payment of all past due charges and the appropriate connection fee subject to the billing Party's normal application procedures.
- 1.7.5 Notices of suspension or termination of service will be delivered to the appropriate billing contact and/or address at the billed Party, as well as to the notice contacts specified in the General Terms and Conditions.
- 1.8 Deposit Policy. BellSouth reserves the right to secure the accounts of new CLECs (entities with no existing relationship with BellSouth for the purchase of wholesale services as of the Effective Date) and existing CLECs (entities with an existing

relationship with BellSouth for the purchase of wholesale services as of the Effective Date) with a suitable form of security pursuant to this Section.

<customer_short_name> may satisfy the requirements of this Section through the presentation of a payment guarantee with terms acceptable to BellSouth executed by a company with a credit rating of greater than or equal to 5A1. Upon request, <customer_short_name> shall complete a credit profile and provide in the form attached hereto as Exhibit B.

1.8.1 With the exception of new CLECs with a D&B credit rating equal to 5A1, BellSouth may secure the accounts of all new CLECs consistent with the terms set forth in subsection 1.8.2. Further, if <customer_short_name> has filed for bankruptcy protection within twelve (12) months prior to the Effective Date of this Agreement, BellSouth may treat <customer_short_name>, for purposes of establishing security on its accounts, as a new CLEC as set forth in subsection 1.8.5.

1.8.2 The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth Form or substantially similar in substantive parts to the BellSouth Form), Surety Bond (BellSouth Form or substantially similar in substantive parts to the BellSouth Form).

1.8.3 **[Parties Disagree]**

<customer_short_name> Version The amount of the security shall not exceed two month's estimated billing for new CLECs or one and one-half month's actual billing under this Agreement for existing CLECs (based on average monthly billings for the most recent six (6) month period). Interest shall accrue per the appropriate BellSouth tariff on cash deposits.

[BellSouth Version] The amount of the security shall not exceed two (2) month's **estimated billing for new CLECs or actual billing for existing CLECs**. Interest shall accrue per the appropriate BellSouth tariff on cash deposits.

1.8.3.1 **[Parties Disagree]**

<customer_short_name> Version The amount of security due from an existing CLEC shall be reduced by amounts due <customer_short_name> by BellSouth aged over thirty (30) calendar days. BellSouth may request additional security in an amount equal to such reduction once BellSouth demonstrates a good payment history, as defined in Section 1.8.5.1, and subject to the standard set forth in Section 1.8.5.

[BellSouth Version]. No Section.

1.8.4 Any such security shall in no way release <customer_short_name> from its obligation to make complete and timely payments of its bills, subject to the bill dispute procedures set forth in Section 2.

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- 1.8.5 BellSouth may secure the accounts of existing CLECs where an existing CLEC does not meet the following factors:
- 1.8.5.1 <customer_short_name> must have a good payment history, based upon the preceding twelve (12) month period. A good payment history shall mean that less than 10% of the non-disputed receivable balance is received over thirty (30) calendar days past the Due Date.
- 1.8.5.2 The existing CLEC's liquidity status, based upon a review of EBITDA, is EBITDA positive for the prior four (4) quarters of financials (at least one of which must be an audited financial report) excluding any nonrecurring charges or special restructuring charges.
- 1.8.5.3 If the existing CLEC has a current bond rating, such CLEC must have a bond rating of BBB or above or the existing CLEC has a current bond rating between CCC and BB and meets the following criteria for the last Fiscal Year End and for the prior four (4) quarters of reported financials:
- 1.8.5.3.1 Free cash flow positive;
- 1.8.5.3.2 Positive tangible net worth; and
- 1.8.5.3.3 Debt/tangible net worth rating of 2.5 or better.
- 1.8.6 **[Parties Disagree]**
- <customer_short_name> Version**. Subject to Section 1.8.7 following, in the event <customer_short_name> fails to remit to BellSouth any deposit requested pursuant to this Section **and either agreed to by <customer_short_name> or as ordered by the Commission** within thirty (30) calendar days **of such agreement or order**, service to <customer_short_name> may be terminated in accordance with the terms of Section 1.7 and subtending sections of this Attachment, and any security deposits will be applied to <customer_short_name>'s account(s).
- [BellSouth Version]**. Subject to Section 1.8.7 following, in the event <customer_short_name> fails to remit to BellSouth any deposit requested pursuant to this Section within thirty (30) calendar days **of <customer_short_name>'s receipt of such request**, service to <customer_short_name> may be terminated in accordance with the terms of Section 1.7 and subtending sections of this Attachment, and any security deposits will be applied to <customer_short_name>'s account(s).
- 1.8.7 **[Parties Disagree]**
- <customer_short_name> Version**. The Parties will work together to determine the need for or amount of a reasonable deposit. **If the Parties are unable to**

agree, either Party may file a petition for resolution of the dispute and both parties shall cooperatively seek expedited resolution of such dispute.

[BellSouth Version]. The Parties will work together to determine the need for or amount of a reasonable deposit. **If <customer_short_name> does not agree with the amount or need for a deposit requested by BellSouth, <customer_short_name> may file a petition with the Commissions for resolution of the dispute and both Parties shall cooperatively seek expedited resolution of such dispute. BellSouth shall not terminate service during the pendency of such a proceeding provided that <customer_short_name> posts a payment bond for the amount of the requested deposit during the pendency of the proceeding.**

- 1.8.8 At any such time as the provision of services to <customer_short_name> is terminated pursuant to Section 1.7, the amount of the deposit will be credited against <customer_short_name>'s account(s) and any credit balance that may remain will be refunded immediately.

- 1.8.9 **[Parties Disagree]**

<customer_short_name> Version Subject to a standard of commercial reasonableness, if a material change in the circumstances of <customer_short_name> so warrants and/or gross monthly billing has increased **more than 25%** beyond the level most recently used to determine the level of security deposit, BellSouth reserves the right to request additional security subject to the criteria set forth herein this Section 1.8. **Notwithstanding the foregoing, BellSouth shall not make such additional requests based solely on increased billing more frequently than once in any six (6) month period.**

[BellSouth Version] Subject to a standard of commercial reasonableness, if a material change in the circumstances of <customer_short_name> so warrants and/or gross monthly billing has increased beyond the level most recently used to determine the level of security deposit, BellSouth reserves the right to request additional security subject to the criteria set forth in this Section 1.8.

- 1.8.10 BellSouth shall refund, release or return any security, including all accrued interest, if any, within thirty (30) calendar days of its determination that such security is no longer required by the terms of this Section 1.8 or within thirty (30) calendar days of <customer_short_name> establishing that it satisfies the standards set forth in Section 1.8.4. <customer_short_name> may make the requisite showing in a letter directed to the Notices recipients set forth in the General Terms and Conditions of this Agreement. <customer_short_name> shall attach supporting financial reports to such letter and such documents shall be accorded confidential treatment, in

accordance with Section 12 of the General Terms and Conditions, unless such documents are otherwise publicly available.

- 1.9 Notices. All bills and notices regarding billing matters, including notices relating to security deposits, suspension or termination of services, and rejection of additional orders shall be forwarded to the billing contacts and/or addresses designated by each Party in the establishment of its billing accounts.

- 1.9.1 ~~[Parties Disagree]~~

~~<customer_short_name> Version~~ **Notices sent pursuant to this Attachment 7** also shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

~~[BellSouth Version]~~ **BellSouth's Initial Notice to <customer_short_name> that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompleteness or suspension, is not received by the fifteenth (15th) calendar day following the date of the notice is system generated and will only be supplied to <customer_short_name>'s billing contact. Notices, not system generated, of security deposits and suspension or termination of services also shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement. Such notices must be sent in accordance with the time frames set forth in Section 1.7.**

- 1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. **BILLING DISPUTES**

- 2.1 Each Party agrees to notify the other Party in writing electronically upon the discovery of a billing dispute. Each Party shall report all billing disputes to the other Party using either the Mass Dispute spreadsheet format for multiple disputes or the Billing Adjustment Request (BAR) form attached hereto as Exhibit B.

- 2.1.1 Confirmation of the receipt of a dispute filed via the BAR form or multiple disputes filed via the Mass Dispute spreadsheet format will be sent by the billing Party to the disputing Party via the same medium used in filing the dispute(s). An automatic response will be provided for those filed electronically and a response will be provided within three (3) business days for those filed via fax. Both Parties will use the Claim Number inserted on the BAR or the Mass Dispute spreadsheet format as the indicator of the appropriate dispute in question.

- 2.1.2 All Valid Disputes, as defined in Section 2.3 below, shall be posted so as to remove disputed amounts from the collections process prior to that process being initiated.
- 2.1.3 Upon request by either Party, the other Party will provide a spreadsheet containing a current list of open disputes along with the requesting Party's audit/claim number listed on the BAR form, the requesting Party's audit/claim number that is assigned to the dispute, and the disputed dollar amount. The Parties shall engage in mutually agreed upon meetings, no less frequent than quarterly, if requested by either Party, to discuss the status of the open disputes. If the billed Party disagrees with the resolution of the dispute by the billing Party, the Parties agree to use the existing escalation procedures between the Parties to resolve the dispute. If the Parties are unable to resolve the dispute through escalation, either Party may initiate the dispute resolution process.
- 2.1.4 To the extent necessary in order to resolve billing disputes, the Parties shall engage in face-to-face meetings no more frequently than every six (6) months, unless otherwise mutually agreed by the Parties, for the purpose of resolving billing disputes. Unless otherwise mutually agreed upon by the Parties the meeting shall be held at a mutually convenient time at a BellSouth location, selected by BellSouth, to which <customer_short_name> agrees to travel at its expense.
- 2.1.5 In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. BellSouth has provided a contact name and escalation spreadsheet by appropriate center based upon service type of the dispute at <http://interconnection.bellsouth.com/forms/html/billing&collections.html> to assist in this effort. If the Parties are unable within the sixty (60) calendar day period to reach resolution, then the unresolved dispute will be resolved in accordance with the dispute resolution provisions in the General Terms and Conditions of this Agreement.
- 2.1.6 Notwithstanding the foregoing, new billing disputes may not be filed pertaining to a bill when a period of two (2) years from the bill issue date has elapsed.
- 2.2 For purposes of this Section, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and, to the extent possible, supported by relevant, written documentation (including e.g. reference to or copies of the relevant bill pages), which clearly shows the basis for disputing charges (Valid Dispute). Examples of written document considered relevant include, but are not limited to: the number of minutes the disputing Party believes were properly and improperly billed, the rate the disputing Party believes was erroneously applied and that which it believes was applicable, the factor the disputing Party believes was erroneously applied and that which it believes was applicable, etc. All reasonable requests for additional relevant information made by one Party to another shall be

honored. The billed Party may withhold payment of such disputed amounts but late payment charges and interest will be assessed per Section 2.4 below, pending resolution of the dispute. These late payment charges must be disputed until the initial dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make payment of any of the disputed amount owed to the billing Party within thirty (30) calendar days. If the billing dispute is resolved in favor of the billed Party, any credits due to the billed Party, pursuant to the billing dispute, will be applied to the billed Party's account by the billing Party within thirty (30) calendar days.

- 2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge where applicable, shall be assessed. Such late payment charge shall be calculated in accordance with Section 1.6. There will be no late payment charges on disputed amounts, if the withholding Party prevails in the billing dispute.

3. COOPERATION IN SUPPLYING BILLING INFORMATION

- 3.1 BellSouth shall cooperate with and provide all information reasonably requested by <customer_short_name> to aid in the accurate and timely billing of access and reciprocal compensation (including compensation for ISP-bound traffic) to BellSouth and any third party carriers, including BellSouth Affiliates.

4. RAO HOSTING

- 4.1 Remote Accounting Office ("RAO") Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to <customer_short_name> by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth and for which BellSouth will provide <customer_short_name> with thirty (30) calendar days' advanced notice of such revisions.
- 4.2 <customer_short_name> shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Charges or credits, as applicable, will be applied by BellSouth to <customer_short_name> on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) calendar days of receipt of the billing statement.

- 4.4 <customer_short_name> must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, <customer_short_name> must request that BellSouth establish a unique hosted RAO code for <customer_short_name>. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 4.5 BellSouth will receive messages from <customer_short_name> that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. <customer_short_name> shall send all messages to BellSouth no later than sixty (60) calendar days after the message date.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from <customer_short_name>.
- 4.7 All data received from <customer_short_name> that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 4.8 All data received from <customer_short_name> that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by <customer_short_name> and will forward them to <customer_short_name> on a daily basis for processing.
- 4.10 Transmission of message data between BellSouth and <customer_short_name> will be via CONNECT:Direct or CONNECT:Enterprise Client utilizing secure File Transfer Protocol (FTP).
- 4.10.1 Data circuits (private line or dial-up) will be required between BellSouth and <customer_short_name> for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, <customer_short_name> will be responsible for ordering the circuit and coordinating the installation with BellSouth. <customer_short_name> will also be responsible for any charges associated with this line. CSU/DSU equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be the responsibility of <customer_short_name>. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <customer_short_name>. Additionally, all message toll charges associated with the use of the dial circuit by <customer_short_name>

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- will be the responsibility of <customer_short_name>. Associated equipment on the BellSouth end, including a modem, will be the responsibility of BellSouth. All equipment, including modems and software, that is required on the <customer_short_name> end for the purpose of data transmission will be the responsibility of <customer_short_name>.
- 4.10.2 If <customer_short_name> utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of <customer_short_name>.
- 4.11 All messages and related data exchanged between BellSouth and <customer_short_name> will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 4.12 <customer_short_name> will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 4.13 Should it become necessary for <customer_short_name> to send data to BellSouth more than sixty (60) calendar days past the message date(s), <customer_short_name> will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or <customer_short_name>, where necessary, to notify all affected LECs.
- 4.14 Should an error be detected by the EMI format edits performed by BellSouth on data received from <customer_short_name>, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify <customer_short_name> of the error. <customer_short_name> will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, <customer_short_name> will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 4.15 In association with message distribution service, BellSouth will provide <customer_short_name> with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.16 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section.
- 4.17 RAO Compensation.
- 4.17.1 Rates for message distribution service provided by BellSouth for <customer_short_name> are set forth in Exhibit A.

- 4.17.2 Rates for data transmission associated with message distribution service are set forth in Exhibit A.
- 4.18 Intercompany Settlements Messages.
- 4.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by <customer_short_name> as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between <customer_short_name> and the involved company(ies), unless that company is participating in NICS.
- 4.18.2 Both traffic that originates outside the BellSouth region by <customer_short_name> and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by <customer_short_name>, is covered by CATS. Also covered is traffic that either is originated by or billed by <customer_short_name>, involves a company other than <customer_short_name>, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 4.18.3 Once <customer_short_name> is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 4.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of <customer_short_name>. BellSouth will distribute copies of these reports to <customer_short_name> on a monthly basis.
- 4.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of <customer_short_name>. BellSouth will distribute copies of these reports to <customer_short_name> on a monthly basis.
- 4.18.6 BellSouth will collect the revenue earned by <customer_short_name> from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of <customer_short_name>. BellSouth will remit the revenue billed by <customer_short_name> to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on <customer_short_name>. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to <customer_short_name> monthly via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

- 4.18.7 BellSouth will collect the revenue earned by <customer_short_name> within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of <customer_short_name>. BellSouth will remit the revenue billed by <customer_short_name> within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to <customer_short_name> monthly via a monthly CABS miscellaneous bill.
- 4.18.8 BellSouth and <customer_short_name> agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.
- 5. UNBILLABLE REVENUE (CMDS/ADUF/ODUF/EODUF)**
- 5.1 Recording Failure(s)
- 5.1.1 When BellSouth carries or switches calls and loses or fails to make a recording, regardless of whether <customer_short_name> or BellSouth are performing the billing function, BellSouth shall notify <customer_short_name> of the amount of estimated <customer_short_name> unbillable revenue in accordance with Section 5.3. BellSouth shall compensate <customer_short_name> for this unbillable revenue within three (3) bill periods. Such compensation shall be net of revenue BellSouth demonstrates it would have received for services provided to <customer_short_name>, if any, but for which BellSouth could not render bills as a result of any recording loss(es).
- 5.1.2 The term “unbillable” refers to a message or service that cannot be billed to the correct <customer_short_name> customer.
- 5.2 Lost, Damaged, or Destroyed Message Data
- 5.2.1 When <customer_short_name> message data is lost, damaged, or destroyed as a result of BellSouth error or omission, including but not limited to, the acts or omissions of BellSouth employees, agents and suppliers, and the failures of BellSouth hardware, software and other BellSouth equipment, when BellSouth is performing the billing and/or recording function, and the data cannot be recovered or resupplied within two (2) bill periods, BellSouth shall notify <customer_short_name> of the estimated amount of <customer_short_name> unbillable revenue in accordance with Section 5.3. BellSouth shall compensate <customer_short_name> for this unbillable revenue within three (3) bill periods.
- 5.2.2 When <customer_short_name> message data is lost, damaged, or destroyed as a result of BellSouth error or omission, including but not limited to, the acts or omissions of BellSouth employees, agents and suppliers, and the failures of BellSouth hardware, software and other BellSouth equipment, when <customer_short_name> is performing the billing and/or recording function, and

the data cannot be recovered or resupplied within two (2) bill periods, BellSouth shall notify <customer_short_name> of the estimated amount of <customer_short_name> unbillable revenue in accordance with Section 5.3 of this Attachment. BellSouth shall compensate <customer_short_name> for the net loss to <customer_short_name> within three (3) bill periods.

5.3 Determination of Losses.

5.3.1 **Material Loss.** BellSouth shall review its daily controls to determine if data has been lost. The message threshold (5000 (this is the number of messages on the switch for all carriers including inter and intraLATA as well as Local) messages within the missing data period) used by BellSouth to determine if there has been a material loss of its own messages will also be used to determine if a material loss of <customer_short_name>'s messages has occurred. A nonmaterial loss will not be reported and any unbillable revenues will not be credited to <customer_short_name>. When it is known that there has been a material loss, actual message and minute volumes should be reported if possible. Where actual data is not available, a full day shall be estimated for the recording entity as outlined in the Section 5.3.1.1 below. The loss is then determined by subtracting recorded data, if any is available, from the estimated total day's business.

5.3.1.1 **Estimated Volumes.** From message and minute volume reports for the entity experiencing the loss, BellSouth shall secure message/minute counts for the corresponding day of the week for eight (8) weeks preceding the week in which the loss occurred. BellSouth shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue.

5.3.2 **Complete Loss.** Estimated message and minute volumes for each loss consisting of an entire/tape or file lost in transit, lost after receipt, degaussed before processing, received blank or unreadable, etc. shall be reported. Also the loss of one or more boxes of operator tickets shall be estimated and reported if applicable.

5.3.3 BellSouth shall notify <customer_short_name> in advance of the date of monthly billing statement that shall contain such adjustments. BellSouth shall provide sufficient information to allow <customer_short_name> to analyze the data supporting BellSouth's estimate of revenue due to <customer_short_name>.

6. **OPTIONAL DAILY USAGE FILE**

6.1 Upon written request from <customer_short_name>, BellSouth will provide the Optional Daily Usage File (ODUF) service to <customer_short_name> pursuant to the terms and conditions set forth in this Section.

6.2 <customer_short_name> shall furnish all relevant information required by BellSouth for the provision of the ODUF.

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- 6.3 The ODUF feed will contain messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a <customer_short_name> customer.
- 6.4 Charges for the ODUF will appear on <customer_short_name>'s monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. <customer_short_name> will be billed at the ODUF rates that are in effect at the end of the previous month.
- 6.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.6 Messages that error in the billing system of <customer_short_name> will be the responsibility of <customer_short_name>. If, however, <customer_short_name> should encounter significant volumes of errored messages that prevent processing by <customer_short_name> within its systems, BellSouth will work with <customer_short_name> to determine the source of the errors and the appropriate resolution. Upon request from <customer_short_name>, BellSouth shall resend errored messages in accordance with SQM B-9.
- 6.7 The following specifications shall apply to the ODUF feed.
 - 6.7.1 ODUF Messages to be Transmitted
 - 6.7.1.1 The following messages recorded by BellSouth will be transmitted to <customer_short_name>:
 - 6.7.1.1.1 Message recording for per use/per activation type services (examples: Three -Way Calling, Verify, Interrupt, Call Return, etc.)
 - 6.7.1.1.2 Measured Local
 - 6.7.1.1.3 Directory Assistance messages
 - 6.7.1.1.4 IntraLATA Toll
 - 6.7.1.1.5 WATS and 800 Service
 - 6.7.1.1.6 N11
 - 6.7.1.1.7 Information Service Provider Messages
 - 6.7.1.1.8 Operator Services Messages
 - 6.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)
 - 6.7.1.1.10 Credit/Cancel Records

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- 6.7.1.1.11 Usage for Voice Mail Message Service
- 6.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to <customer_short_name>.
- 6.7.1.4 In the event that <customer_short_name> detects a duplicate on ODUF they receive from BellSouth, <customer_short_name> will drop the duplicate message and will not return the duplicate to BellSouth.
- 6.7.2 ODUF Physical File Characteristics
 - 6.7.2.1 ODUF will be distributed to <customer_short_name> via CONNECT:Direct, CONNECT:Enterprise Client or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 6.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and <customer_short_name> for the purpose of data transmission as set forth in Section 4.10.1 above.
 - 6.7.2.3 If <customer_short_name> utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of <customer_short_name>.
- 6.7.3 ODUF Packing Specifications
 - 6.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.
 - 6.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <customer_short_name> which BellSouth RAO that is sending the message. BellSouth and <customer_short_name> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <customer_short_name> and resend the data as quickly as technically possible.

- 6.7.3.3 The data will be packed using ATIS EMI records.
- 6.7.4 ODUF Pack Rejection
- 6.7.4.1 <customer_short_name> will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used.
<customer_short_name> will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to <customer_short_name> by BellSouth.
- 6.7.5 ODUF Control Data
- 6.7.5.1 <customer_short_name> will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate <customer_short_name>'s receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by <customer_short_name> for reasons stated in the above Section.
- 6.7.6 ODUF Testing
- 6.7.6.1 Upon request from <customer_short_name>, BellSouth shall send ODUF test files to <customer_short_name>. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that <customer_short_name> set up a production (live) file. The live test may consist of <customer_short_name>'s employees making test calls for the types of services <customer_short_name> requests on ODUF. These test calls are logged by <customer_short_name>, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.
- 7. ACCESS DAILY USAGE FILE**
- 7.1 Upon written request from <customer_short_name>, BellSouth will provide the Access Daily Usage File (ADUF) service to <customer_short_name> pursuant to the terms and conditions set forth in this Section.
- 7.2 <customer_short_name> shall furnish all relevant information required by BellSouth for the provision of ADUF.
- 7.3 ADUF will contain access messages associated with a port that <customer_short_name> has purchased from BellSouth

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- 7.4 Charges for ADUF will appear on <customer_short_name>'s monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. <customer_short_name> will be billed at the ADUF rates that are in effect at the end of the previous month.
- 7.5 Messages that error in the billing system of <customer_short_name> will be the responsibility of <customer_short_name>. If, however, <customer_short_name> should encounter significant volumes of errored messages that prevent processing by <customer_short_name> within its systems, BellSouth will work with <customer_short_name> to determine the source of the errors and the appropriate resolution. Upon request from <customer_short_name>, BellSouth shall resend errored messages in accordance with SQM B-9.
- 7.6 ADUF Messages To Be Transmitted
- 7.6.1 The following messages recorded by BellSouth will be transmitted to <customer_short_name>:
- 7.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
- 7.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
- 7.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to <customer_short_name>.
- 7.6.3 In the event that <customer_short_name> detects a duplicate on ADUF they receive from BellSouth, <customer_short_name> will drop the duplicate message and will not return the duplicate to BellSouth.
- 7.6.4 ADUF Physical File Characteristics
- 7.6.4.1 ADUF will be distributed to <customer_short_name> via CONNECT:Direct, CONNECT:Enterprise Client or another mutually agreed medium. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 7.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and <customer_short_name> for the purpose of data transmission as set forth in Section 4.10.1 above.

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- 7.6.4.3 If <customer_short_name> utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of <customer_short_name>.
- 7.6.5 ADUF Packing Specifications
 - 7.6.5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.
 - 7.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <customer_short_name> which BellSouth RAO is sending the message. BellSouth and <customer_short_name> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <customer_short_name> and resend the data.
 - 7.6.5.3 The data will be packed using ATIS EMI records. as quickly as technically possible
- 7.6.6 ADUF Pack Rejection
 - 7.6.6.1 <customer_short_name> will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. <customer_short_name> will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to <customer_short_name> by BellSouth.
- 7.6.7 ADUF Control Data
 - 7.6.7.1 <customer_short_name> will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate <customer_short_name>'s receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by <customer_short_name> for reasons stated in the above Section.
- 7.6.8 ADUF Testing
 - 7.6.8.1 Upon request from <customer_short_name>, BellSouth shall send a test file of generic data to <customer_short_name> via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

8. ENHANCED OPTIONAL DAILY USAGE FILE

- 8.1 Upon written request from <customer_short_name>, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to <customer_short_name> pursuant to the terms and conditions set forth in this Section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 8.2 <customer_short_name> shall furnish all relevant information required by BellSouth for the provision of the EODUF.
- 8.3 The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
- 8.4 Charges for delivery of the EODUF will appear on <customer_short_name>'s monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. <customer_short_name> will be billed at the EODUF rates that are in effect at the end of the previous month.
- 8.5 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 8.6 Messages that error in the billing system of <customer_short_name> will be the responsibility of <customer_short_name>. If, however, <customer_short_name> should encounter significant volumes of errored messages that prevent processing by <customer_short_name> within its systems, BellSouth will work with <customer_short_name> to determine the source of the errors and the appropriate resolution. Upon request from <customer_short_name>, BellSouth shall resend errored messages in accordance with SQM B-9.
- 8.7 The following specifications shall apply to the EODUF feed.
 - 8.7.1 Usage To Be Transmitted
 - 8.7.1.1 The following messages recorded by BellSouth will be transmitted to <customer_short_name>:
 - 8.7.1.1.1 Customer usage data for flat rated local call originating from <customer_short_name>'s End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 8.7.1.1.1.1 Date of Call
 - 8.7.1.1.1.2 From Number
 - 8.7.1.1.1.3 To Number
 - 8.7.1.1.1.4 Connect Time

- 8.7.1.1.1.5 Conversation Time
- 8.7.1.1.1.6 Method of Recording
- 8.7.1.1.1.7 From RAO
- 8.7.1.1.1.8 Rate Class
- 8.7.1.1.1.9 Message Type
- 8.7.1.1.1.10 Billing Indicators
- 8.7.1.1.1.11 Bill to Number
- 8.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to <customer_short_name>.
- 8.7.1.3 In the event that <customer_short_name> detects a duplicate on EODUF they receive from BellSouth, <customer_short_name> will drop the duplicate message (<customer_short_name> will not return the duplicate to BellSouth).
- 8.7.2 Physical File Characteristics
- 8.7.2.1 The EODUF feed will be distributed to <customer_short_name> over their existing ODUF feed. The EODUF messages will be intermingled among <customer_short_name>'s ODUF messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 8.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and <customer_short_name> for the purpose of data transmission. Where a dedicated line is required, <customer_short_name> will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. <customer_short_name> will also be responsible for any charges associated with this line. CSU/DSU equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be the responsibility of <customer_short_name>. Where a dial-up facility will be required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <customer_short_name>. Additionally, all message toll charges associated with the use of the dial circuit by <customer_short_name> will be the responsibility of <customer_short_name>. Associated equipment on the BellSouth end, including a modem, will be the responsibility of BellSouth. All equipment, including modems and software, that is required on <customer_short_name>'s end for the purpose of data transmission will be the responsibility of <customer_short_name>.

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8.7.3 Packing Specifications

8.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

8.7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <customer_short_name> which BellSouth RAO is sending the message. BellSouth and <customer_short_name> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <customer_short_name> and resend the data as quickly as technically possible.

8.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUF/CMDS - Alabama											Attachment: 7		Exhibit: A		
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message					0.007037									
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.000113									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.000011									
	ODUF: Message Processing, per message					0.004101									
	ODUF: Message Processing, per Magnetic Tape provisioned					42.67									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.000094									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

ODUF/ADUF/CMD5 - Florida											Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Inter m	Zone	BC5	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMD5																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message					0.001656										
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001245										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000071										
	ODUF: Message Processing, per message					0.002146										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)															
	CMD5: Message Processing, per message					0.004										
	CMD5: Data Transmission (CONNECT:DIRECT), per message					0.001										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/CMDS - Georgia												Attachment: 7		Exhibit: A		
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message					0.001713										
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00013027										
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000068										
	ODUF: Message Processing, per message					0.002167										
	ODUF: Message Processing, per Magnetic Tape provisioned					36.06										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010856										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message					0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/CMDS - Kentucky										Attachment: 7		Exhibit: A				
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message					0.001857										
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00012447										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000136										
	ODUF: Message Processing, per message					0.002506										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.90										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010372										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message					0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/CMDS - Louisiana															
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Attachment: 7 Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message					0.007983									
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00012681									
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message					0.0000117									
	ODUF: Message Processing, per message					0.004641									
	ODUF: Message Processing, per Magnetic Tape provisioned					48.45									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010568									
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

ODUF/ADUF/CMDS - Mississippi											Attachment: 7		Exhibit: A		
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message					0.008087									
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00012803									
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message					0.0000063									
	ODUF: Message Processing, per message					0.004707									
	ODUF: Message Processing, per Magnetic Tape provisioned					49.04									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010669									
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

ODUF/ADUF/CMDS - North Carolina											Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates (\$)						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message					0.01435										
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001277										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0003										
	ODUF: Message Processing, per message					0.0032										
	ODUF: Message Processing, per Magnetic Tape provisioned					54.61										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00004										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message					0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/CMDS - South Carolina													
CATEGORY	RATE ELEMENTS	Inter'l m	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7		Exhibit: A	
										Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates (\$)		
											SOMEC	SOMAN	SOMAN
ODUF/ADUF/CMDS													
	ACCESS DAILY USAGE FILE (ADUF)												
	ADUF: Message Processing, per message					0.008061							
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00013036							
OPTIONAL DAILY USAGE FILE (ODUF)													
	ODUF: Recording, per message					0.0000216							
	ODUF: Message Processing, per message					0.004704							
	ODUF: Message Processing, per Magnetic Tape provisioned					48.87							
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010863							
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)													
	CMDS: Message Processing, per message					0.004							
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001							
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.													

ODUF/ADUF/CMDS - Tennessee												Attachment: 7		Exhibit: A		
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message					0.0158054										
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001387										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000044										
	ODUF: Message Processing, per message					0.0027366										
	ODUF: Message Processing, per Magnetic Tape provisioned					52.75										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000339										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message					0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

Attachment 8
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Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9

Performance Measurements and Associated Remedies

PERFORMANCE MEASUREMENTS AND ASSOCIATED REMEDIES

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) in a proceeding applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) as of the date specified by the Commission. Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) that have been ordered in a particular state can currently be accessed via the internet at <https://pmap.bellsouth.com>. The attached Service Quality Measurements (SQM) plan adopted by the Florida Commission on February 14, 2002, as it presently exists and as it may be modified in the future, is being included as the performance measurements and associated remedies or enforcement mechanisms (including SEEMs measures and payments) currently in place for the state of Tennessee. At such time that the TRA issues a subsequent Order pertaining to Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments), such Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) shall supersede the SQM contained in this Agreement. Nothing in this Attachment 9 shall supercede a Party's right to other remedies or legal recourse available under other provisions of this Agreement, the Act and Applicable Law; provided, however, that the payment of any associated remedies or enforcement mechanisms to each CLEC shall be credited against any liability associated with or related to BellSouth's service performance and shall not be considered an admission against interest or an admission of culpability or liability in any legal, regulatory or other proceeding, nor constitute evidence that BellSouth failed to comply with or has violated any state or federal law or regulation.

Attachment 10

BellSouth Disaster Recovery Plan

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the operability of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516. The telephone number for <customer_short_name>'s Local Switch Control Center is [INSERT NUMBER].

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELL SOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;
- e) Begin restoring service, on a parity basis, to other End Users served by CLECs or BellSouth.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;

- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.);
- g) Begin restoring service, on a parity basis, to other End Users served by CLECs or BellSouth.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and
- e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.
- f) Begin restoring service, on a parity basis, to other End Users served by CLECs or BellSouth.

5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth equipment as well as the CLEC equipment. This situation will be handled in much the same way as described in Section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required. If information to facilitate billing among Carriers needs to be established, the Parties shall negotiate in good faith a resolution of such identification, information and billing issues and

may use traffic figures averaged over the most recent three (3) month period as a proxy taking into account known or expected deviations during the recovery period.

7.0 ACRONYMS

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

8.0 Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up by BellSouth. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information will be regularly updated and can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

9.0 BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1.0 BONA FIDE REQUEST

- 1.1 The Parties agree that <customer_short_name> is entitled to order any network element, interconnection option, or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when <customer_short_name> makes a request of BellSouth to provide a new or modified network element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.
- 1.2 A BFR shall be submitted in writing by <customer_short_name> and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include <customer_short_name>'s designation of the request as being pursuant to the Telecommunications Act of 1996 (*i.e.*, a BFR). The request shall be sent to <customer_short_name>'s designated BellSouth sales contact or Local Contract Manager.
- 1.3 Within two (2) business days of receipt of a BFR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from <customer_short_name> at any time during the processing of the BFR.
- 1.4 Within thirty (30) business days of BellSouth's receipt of the BFR, if preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall respond to <customer_short_name> by providing a preliminary analysis of the new or modified network element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the new or modified network element, interconnection option or service option or confirm that BellSouth will not offer the new or modified network element, interconnection option or service option.
- 1.5 Parties Disagree

[<customer_short_name> Version] For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary analysis states that BellSouth will offer the new or modified network element, interconnection option or service option, the preliminary analysis will include an estimate of the **nonrecurring and recurring rates** of the network element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified network element, interconnection option or service option, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified network element, interconnection option or service option, should actually be submitted as a NBR or is otherwise not required to be provided under the Act. If BellSouth cannot provide the network element, interconnection option or service option by the requested date, BellSouth shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet <customer_short_name>'s requested date.

[BellSouth Version] For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary analysis states that BellSouth will offer the new or modified network element, interconnection option or service option, the preliminary analysis will include an estimate of the **costs of utilizing existing resources, both personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted BellSouth departments, determination of required resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with** the network element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified network element, interconnection option or service option, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified network element, interconnection option or service option, should actually be submitted as a NBR or is otherwise not required to be provided under the Act. If BellSouth cannot provide the network element, interconnection option or service option by the requested date, BellSouth shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet <customer_short_name>'s requested date.

- 1.6 For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall notify <customer_short_name>

within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR/NBR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If <customer_short_name> accepts the complex request evaluation fee proposed by BellSouth, <customer_short_name> shall submit such fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required. Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to <customer_short_name> by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.

- 1.7 <customer_short_name> may cancel a BFR at any time. If <customer_short_name> cancels the request within ten (10) business days after submitting the BFR request, no charges will be incurred. If <customer_short_name> cancels the BFR within thirty (30) business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.

- 1.8 <customer_short_name> will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If <customer_short_name> fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled.

- 1.8.1 **Parties Disagree**

<customer_short_name> Acceptance of the preliminary analysis must be in writing and accompanied by the estimated **nonrecurring rate** for the new or modified network element, interconnection option or service option quoted in the preliminary analysis.

BellSouth Version Acceptance of the preliminary analysis must be in writing and accompanied by the estimated **Development Rate** for the new or modified network element, interconnection option or service option quoted in the preliminary analysis.

1.9

[Parties Disagree]

[<customer_short_name> Version] Notwithstanding any other provision of this Agreement, BellSouth shall propose a firm price quote, including the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of <customer_short_name>'s accurate BFR application for a network element, interconnection option or service option that is operational at the time of the request; thirty (30) business days of receipt of <customer_short_name>'s accurate BFR application for a new or modified network element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of <customer_short_name>'s accurate BFR application for a new or modified network element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.

[BellSouth Version] Notwithstanding any other provision of this Agreement, BellSouth shall propose a firm price quote, including **the firm Development Rate**, the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of <customer_short_name>'s accurate BFR application for a network element, interconnection option or service option that is operational at the time of the request; thirty (30) business days of receipt of <customer_short_name>'s accurate BFR application for a new or modified network element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of <customer_short_name>'s accurate BFR application for a new or modified network element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.

1.10

[Parties Disagree]

[<customer_short_name> Version] <customer_short_name> shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring rate quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimated nonrecurring rate for the new or modified network element, interconnection option or service option not ordered by the FCC or Commission, BellSouth will credit <customer_short_name>'s account for the difference.

~~[BellSouth Version]~~ <customer_short_name> shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional **Development** or nonrecurring rates quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimated **Development Rate** and/or nonrecurring rate for the new or modified network element, interconnection option or service option not ordered by the FCC or Commission, BellSouth will credit <customer_short_name>'s account for the difference.

- 1.11 Unless <customer_short_name> agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.
- 1.12 If <customer_short_name> believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. Any such arbitration applicable to network element, interconnection option and/or service option pricing shall be conducted in accordance with standards prescribed in Sections 251 and 252 of the Act. While the dispute is pending, <customer_short_name> shall have the option of requesting BellSouth to provide the network element, interconnection option or service option subject to a retroactive pricing true up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. BellSouth will provide a cost study upon request after the firm quote.
- 1.13 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the BFR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 1.14 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

2.0 **NEW BUSINESS REQUEST**

- 2.1 <customer_short_name> also shall be permitted to request the development of new or revised facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment 11. A New Business Request (NBR) is to be used by <customer_short_name> to make a request of BellSouth for a new or modified feature or capability

of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.

- 2.2 An NBR shall be submitted in writing by <customer_short_name> and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The request shall be sent to <customer_short_name>'s designated BellSouth sales contact or Local Contract Manager.
- 2.3 Within two (2) business days of receipt of an NBR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR. And shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from <customer_short_name> at any time during the processing of the NBR.
- 2.4 If the preliminary analysis of the requested NBR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, BellSouth shall respond to <customer_short_name> by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested NBR Services or confirm that BellSouth will not offer the Requested NBR Services.
- 2.4.1 If the preliminary analysis states that BellSouth will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If BellSouth cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet <customer_short_name>'s requested date. If the preliminary analysis states that BellSouth will not offer the Requested NBR Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested NBR Services.
- 2.5 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, BellSouth shall notify <customer_short_name> within ten (10) business days of BellSouth's

receipt of the NBR that a complex request evaluation fee will be required prior to the evaluation of the NBR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request. If <customer_short_name> accepts the complex request evaluation fee amount proposed by BellSouth, <customer_short_name> shall submit such complex request evaluation fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required.

- 2.6 Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to <customer_short_name> by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR.
- 2.7 <customer_short_name> may cancel an NBR at any time. If <customer_short_name> cancels the NBR within ten (10) business days after submitting the NBR, no charges will be incurred. If <customer_short_name> cancels the NBR within thirty (30) business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 2.6, minus those costs included in the fee that have not been incurred as of the date of cancellation.
- 2.8 <customer_short_name> will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR. If <customer_short_name> fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.
- 2.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.
- 2.9 BellSouth shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate and a detailed implementation plan within ten (10) business days of receipt of <customer_short_name>'s accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of <customer_short_name>'s accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.

- 2.10 <customer_short_name> shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, BellSouth will credit <customer_short_name>'s account for the difference.
- 2.11 Unless <customer_short_name> agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.
- 2.12 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the NBR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required and the Parties shall negotiate such agreement or amendment in good faith.